

**CONTRACT BETWEEN
THE CITY OF AUSTIN
And
LEVEL 3 FINANCING, INC. dba. LEVEL 3 COMMUNICATIONS, LLC., LEVEL 3 COMMUNICATIONS
For
Telecommunication Services**

This Contract is between Level 3 Financing, Inc. dba. Level 3 Communications, LLC. dba. Level 3 Communications at 9229 Waterford Centre Blvd., Austin, TX 78758 to provide telecommunication services and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Department of Information Resources Contract No. DIR-TEX-AN NG CTSA – 006.

1.1 This Contract is composed of the following documents:

- 1.1.1 DIR Contract - DIR-TEX-AN NG CTSA – 006
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Scope of Work
- 1.1.5 Exhibit C, Level 3 Financing, Inc. dba. Level 3 Communications, LLC. dba. Level 3 Communication's Offer
- 1.1.6 Exhibit D, Service Level Agreement
- 1.1.7 Exhibit E, Non-Discrimination Certification
- 1.1.8 Exhibit F, Non-Suspension or Debarment Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 Exhibit A, Supplemental Terms
- 1.2.2 Exhibit B, Scope of Work
- 1.2.3 Exhibit C, Level 3 Financing, Inc. dba. Level 3 Communications, LLC. dba. Level 3 Communication's Offer
- 1.2.4 Exhibit D, Service Level Agreement
- 1.2.5 Exhibit E, Non-Discrimination Certification
- 1.2.6 Exhibit F, Non-Suspension or Debarment Certification

1.3 Services. Contractor will provide Telecommunications for the Aviation Department

1.4 Term of Contract. The Contract will be in effect on the date executed by the City (Effective Date) and shall remain in effect for 36 months or the City terminates the Contract.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$16,2751.68, including all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**LEVEL 3 FINANCING, INC. dba. LEVEL 3
COMMUNICATIONS, LLC., LEVEL 3
COMMUNICATIONS**

Dwight E. Steiner
Vice President &

Printed Name of **Asst. General Counsel**

Dwight E. Steiner

Signature

Title:

Sept. 22, 2017

Date:

CITY OF AUSTIN

Paspoen Purcell

Printed Name of Authorized Person

Paspoen Purcell

Signature

Procurement Specialist IV

Title:

9/20/2017

Date:

Exhibit Listing

Exhibit A, Supplemental Terms

Exhibit B, Scope of Work

Exhibit C, Level 3 Financing, Inc. dba. Level 3 Communications, LLC. dba. Level 3 Communication's Offer

Exhibit D, Service Level Agreement

Exhibit E, Non-Discrimination Certification

Exhibit F, Non-Suspension or Debarment Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Mark Strobel, Phone: 512-485-1790, Email: mark.strobel@level3.com. The City's Contract Manager for the engagement shall be Diana Heath; Phone: 512-530-6341, Email: diana.heath@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Aviation Department
Attn:	Accounts Payable Ste. 411
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, TX 78719

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **Travel Expenses.** Travel expenses are not authorized under this Contract.

5. **Equal Opportunity**

5.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit E. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6. **Right To Audit**

6.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

6.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

Exhibit B – SCOPE OF WORK

1.0 PURPOSE

The City of Austin, Department of Aviation (The Airport) seeks quotes from qualified Vendors to provide Telecommunication Services at Austin Bergstrom International Airport (ABIA). Responders should read carefully each service section and be sure to include all requirements specified as each service has unique requirements.

The required telecommunication services requested include:

- Business Switched Long distance
- Business Switched Local dial tone
- Primary Rate Interface (PRI) Service
- Voice T-1 Two way ISDN Trunks
- Direct Inward Dial (DID) Numbers
- Analog voice lines
- Enhanced 911 service
- Directory assistance
- Operator services
- Call Blocking
- Toll Restriction
- Bill Restriction
- Conference Bridge (optional)
- Toll Free 800 Service (optional)

The required support services requested include:

- Real-time network monitoring
- Online, on demand access to usage reports
- 24x7x365 customer care support
- 24x7x365 network operations center (NOC)
- 24X7X365 fifteen (15) minute response to any disruption of service
- Single point of contact for all service and support issues
- Web based customer portal
- Option for electronic bill paying

The Airport desires a single comprehensive contract that satisfies all the services outlined in this request for quote from a single vendor. All services shall be provided with a direct connection (Type 1) from the vendor's Central Office (CO) to the Airport' demarcation locations. Vendor shall operate and maintain a local CO within the City of Austin. Vendor shall have existing infrastructure connecting the Airport facilities directly to the local CO, or be willing to build out and maintain, at no cost to the City, Type 1 connectivity between the Airport demarcation locations and the Vendor's local CO. Vendor shall own and maintain the local CO and all infrastructure used to provide services to the Airport. Vendor shall not be a reseller or lease to own service.

The initial term of the contract shall be for one (1) year with three (3) additional one (1) year optional extensions, subject to approval of the Airport, Vendor and the City Purchasing Officer or designee.

2.0 VENDOR RESPONSIBILITIES

The Vendor shall provide telecommunication as required by the written Contract. If during the term of the Contract the Airport's requirements, or Scope of Work, change due to improvements, upgrades, expansion, or changes in technology, the Airport may choose to re-solicit for a new Contract or amend this Contract. Any amendments made to this Contract shall be mutually agreed-upon by both parties and in written form.

The Vendor shall provide a Service Level Agreement (SLA) that provides, at a minimum, that all services will be available 99.999% of the time. The Vendor's SLA will provide 15-minute acknowledgement response for service outages with a maximum 2-hour service restoration time

for all services provided to the Airport. Both the Airport and the Vendor shall mutually agree upon additional SLAs in writing.

The Vendor shall have an established policy on bursting bandwidth utilization.

The Vendor understands and agrees that the Airport's operational schedule takes precedence over any other schedule(s) agreed to by the Airport and the Vendor. The Vendor shall not hold the Airport liable, financially or otherwise, if an alteration in the Airport's schedule requires the Airport to reschedule the installation, implementation, or other previously scheduled services.

General Requirements:

Vendor shall provide telecommunication as required by this Scope of Work at Austin Bergstrom International Airport campus location(s). Throughout the term of the Contract, the Airport reserves the right to extend and/or expand services within a location and to add or remove location(s) covered under the Contract.

Vendor shall document and provide a guaranteed quality of service. The Airport requires a minimum service availability of 99.999% per month with a maximum 15-minute problem acknowledgement response and a maximum 2 hour service restoration. Unless otherwise agreed to by the Airport, the selected Vendor will issue a documented credit if the response time and/or downtime do not meet the Contracted limits as agreed to in the negotiated SLA.

Vendor shall provide technical support 365 days a year, 7 days per week, 24 hours a day.

Vendor shall maintain 24x7x365 real-time network monitoring capability on all Airport connections and provide real time bandwidth utilization, and on demand reporting accessible to Airport IT manager or designee via a web based customer portal.

Vendor shall provide maintenance to systems as required by the written Contract. Maintenance schedules shall be pre-arranged and agreed to by the Contract Manager and the Vendor. Maintenance shall not be performed without the prior agreement of the Contract Manager. The Airport's maintenance window is between 12 am – 4 am daily. No maintenance may be performed outside this window without written consent from the Airport.

Vendor shall provide a dedicated single point of contact (SPOC) to assist with ongoing management and support of the all services provided to the Airport throughout the life of this contract.

Vendor shall provide a written trouble reporting and problem escalation process and procedures that include escalation timeframes, levels of priority and severity and their definition.

Vendor shall provide a written process used to notify the Airport of problems, outages and scheduled maintenance.

Vendor shall provide written post-outage/ problem reports to the Contract manager within 10 days post incident for any outage or service disruption lasting more than 15 minutes.

Telecommunications Services Requirements:

Vendor shall provide business class voice grade quality services equivalent or higher in performance and quality to those provided under the Airport's existing contract.

Vendor shall provide business class switched voice services for local and long distance calling to the Public Switched Telephone Network (PSTN). Services shall include:

- Local dial tone
- Long distance 1+
- Long distance 8xx
- Intrastate, Interstate, and International Long distance

Vendor shall provide dedicate dynamic PRIs for access to the PSTN. PRIs shall support dynamic outbound and inbound traffic including DIDs. The circuit shall be configured to transmit the full 10 digit

station automatic numbering identification from each PBX extension, not the billing telephone number associated with the PRI. Services shall include:

- Primary Rate Interface (PRI) Service
- Voice T-1 Two way ISDN Trunks
- Direct Inward Dial (DID) Numbers
- Analog voice lines
- Digital voice lines

Vendor shall provide the following additional features and services:

- Enhanced 911 Service
- Directory Assistance
- Operator Services
- Directory Listings
- Call Blocking
- Toll Restriction
- Bill Restriction
- Local Number Portability

Vendor shall be capable of providing the following optional services.

- SIP Trunks (option)
- Conference Bridge (option)
- Toll Free 800 Service (option)

Implementation and Migration:

Vendor shall provide a written plan to implement the proposed services. Include a description of tasks and associated timeframes for the conversion. This plan will be co-developed by the vendor and the Airport. The full and final plan shall be negotiated, written, and mutually agreed upon by both the Airport and the Vendor. All implementation services shall be at no cost to the City.

Vendor understands and agrees that the Airport's operational schedule takes precedence over any other schedule(s) agreed to by the Airport and the Vendor. The Vendor shall not hold The Airport liable, financially or otherwise, if an alteration in the Airport's schedule requires the Airport to reschedule the installation, implementation, or other previously scheduled services.

3.0 TRANSITION/CONTRACT CLOSE-OUT

The Vendor agrees that the services provided by any resulting Contract are vital to The Airport's overall operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of any resulting Contract a successor may continue these services; the successor shall need phase-in training; and that Vendor shall cooperate in order to effect an orderly and efficient transition. Accordingly, the Vendor shall provide transition/contract-close out services for no less than ninety (90) days, unless otherwise stated in the Contract, prior to Contract expiration to its successor at no extra charge to The Airport.

5.0 SECURITY, CONFIDENTIALITY, AND NETWORK DATA SECURITY REQUIREMENTS

Vendor's on-site and remote staff shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the airport. Refer to Attachment A: Airport Security Requirements for more detail.

Vendor on-site staff shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at Aviation Department.

Vendor on-site and remote staff shall be required to sign a non-disclosure agreement and keep the details of Aviation Department confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation.

Vendor remote access staff shall meet Aviation Department security requirements.

Vendor shall provide notice to the Airport within 24 hours of a termination or resignation of support staff. Vendor shall return terminated employee badge(s) to the Airport within 5 business days of termination or resignation of support staff.

All materials and information provided or made available to the Vendor by the City while working on this Contract shall be regarded as confidential information in accordance with Federal law, State law, and ethical standards. Vendor shall take all necessary steps to safeguard the confidentiality of such materials or information. Vendor shall be responsible for insuring that its employees and Subcontractors associated with this contract abide by the confidentiality requirements of the Contract.

The Airport will provide security for gaining entry and access to its sites. As some program and individual data is of a highly sensitive nature and cannot be removed from the work location, the Vendor shall be responsible for sanitizing, i.e., removing or redacting, any such data before its removal.

Airport Security Requirements

1. SUMMARY

1. Access to any security or emergency documents must be approved by the Security Manager.
2. Due to the ever-changing environment of Airport security, requirements may change at any time.
3. SENSITIVE SECURITY INFORMATION must be protected at all times.

WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this document may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies public disclosure is governed by 5 U.S.C. 552 and CFR part 15 and 1520.

2. RESTRICTED AREAS ACCESS POLICIES

Escorted Access: For this project Individuals shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office will allow access, as approved by the Security Manager, to security areas and security documents. The Department of Aviation will provide escort services as part of this project as needed. Requests for access must be submitted in writing in advanced to the Security Manager so work can be scheduled accordingly.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications (530-2242) to advise they are arriving at the terminal, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances shall the Contractor's vehicle operator leave the vehicle prior to security inspection.

3. SECURITY CLEARANCE PROCEDURES

Contractor should allow 7-10 days for completion of security screening processing. Please contact Security and ID at 530-6360 for business hours.

The following procedures shall be followed to obtain security clearance:

1. Contract applicant shall complete, sign the **Personal Information Form**, and present two forms of identification.
2. Contract applicant shall read and sign the **Criminal History Records Check/Disqualifying Criminal Offenses** statement/form.
3. Contractor shall submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).

Non-U.S. citizen proposers shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building

LEVEL 3 FINANCING, INC. dba. LEVEL 3 COMMUNICATIONS, LLC. OFFER

Service	Quantity	Price per unit (each)	Extended Monthly Price	Extended Price	Price per unit	Extended Monthly Price	Extended Price	Price per unit	Extended Monthly Price	Extended Price
Local Exchange Services:		YEAR 1	YEAR 1	YEAR 1	YEAR 2	YEAR 2	YEAR 2	YEAR 3	YEAR 3	YEAR 3
PRI Trunks (digital)	10	\$ 378.56	\$ 3,785.60	\$ 45,427.20	\$ 378.56	\$ 3,785.60	\$ 45,427.20	\$ 378.56	\$ 3,785.60	\$ 45,427.20
Trunk Group Voice T-1	1	Included	Included	Included	Included	Included	Included	Included	Included	Included
Voice T-1 Two way ISDN Trunks	231	See line 6	See line 6	See line 6	See line 6	See line 6	See line 6	See line 6	See line 6	See line 6
DID numbers	10,100	\$ 0.07	\$ 735.28	\$ 8,823.36	\$ 0.07	\$ 735.28	\$ 8,823.36	\$ 0.07	\$ 735.28	\$ 8,823.36
Analog Business Line	113	No bid for this service	No bid for this service	No bid for this service	No bid for this service	No bid for this service	No bid for this service	No bid for this service	No bid for this service	No bid for this service
PRI Caller ID	10	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6
Dedicated T-1 Caller ID	1	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6
Enhanced 911 per PRI	10	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6	Included in line 6
Total Local Exchange Services			\$ 4,520.88	\$ 54,250.56	\$ 378.63	\$ 4,520.88	\$ 54,250.56	\$ 378.63	\$ 4,520.88	\$ 54,250.56

Exhibit D Service Level Agreement

EXHIBIT A - SERVICE LEVEL AGREEMENT

Attachment D-1 to Contract No. DIR-TEX-AN-NG-CTSA-006



State of Texas DIR - Service Level Agreements

General Terms Applicable to Service Level Agreement

For the purpose of determining the applicable credit, a Service Outage begins when the trouble ticket is opened and closes when the Service is properly restored. Credits are provided upon request. The resources and equipment used to measure service level metrics are determined by TWTC.

Service Outages and failures to meet the performance objectives herein do not include outages and failures caused by the equipment of or, acts or omissions of, Customer or its end users. Force Majeure Events (as defined below), or outages occurring during scheduled or emergency maintenance windows provided that TWTC notified Customer in advance of any such scheduled or emergency maintenance. Standard maintenance windows are based on the time zone of a city's location.

Force Majeure events, as defined in Section 3.03 of the Terms and Conditions of the Contract such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts (limited to the local loop or last mile), strikes or labor disputes.

Standard Maintenance window for Central Standard Time (CST) is Monday –Friday 12:00 am - 8:00 am. Standard Maintenance windows should be verified at : <http://info.twtelecom.net/info.php?id=1>. The duration of a Service Outage does not include any time during which TWTC is denied access to the premises necessary to restore the Service.

SLA's credits and terms are applicable to all components of the Service including local loops.

Additional Provisions

Credits issued during any calendar month for any and all SLA violations may not exceed the monthly recurring charge ("MRC") associated with the non-performing Service per site.

Chronic Trouble Services

If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice no later than thirty days following the third Service Outage.

Customer's Responsibility

- Customers with CoS are responsible for correctly marking (DSCP) all packets. CoS customers with Managed CPE (e.g. managed router, managed IAD) may choose to either have the fully managed CPE mark packets based on customer requirements or to mark traffic on their LAN.
- Customer is responsible for Queuing/Rate-Shaping CoS traffic so that it does not exceed the contracted service.

Performance Metrics Available at TWTC's Website

Monthly Network Latency and Packet Delivery averages may be viewed at:
www.twtelecom.com/performance/ip_network_overview_performance.html



Mean Time to Restore (MTTR)

TWTC will provide a Mean-Time-To-Repair (MTTR) interval of four (4) hours for all Services. Credits for failure to meet the MTTR have been included in the Availability SLA matrix below.

Availability

TWTC's Services will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability") or Customer will receive service outage credits per the table below. A service outage is defined as the inability to transmit and receive data for Data Services, or the inability to process a telephone call for Voice Services. Network non-availability is defined as the duration of time in a calendar month that a Service experiences a Service Outage. Credits are based upon a percentage of the monthly recurring charge MRC for the non-performing Service as follows:

Availability	
Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	25% of the MRC
8 hours up to 16 hours	50% of the MRC
16 hours or greater	100% of the MRC

Availability SLA is applicable to:

1. Voice Services
 - a. Business Line
 - b. PBX Trunk
 - c. PRI
 - d. IP Telephone
 - e. Inbound LD
 - f. Outbound LD
 - g. Circuit Switched Digital
2. Data Services to include
 - a. Internet Services (including Small Office/Home Office (SOHO)
 - b. MPLS/IP VPN Service provisioned within the 48 contiguous United States
 - c. Transport Services (includes Private Line)
 - d. Metro and Long Haul Ethernet Services

Network Latency

TWTC's Services will have an average round-trip transmission of 50 milliseconds or less within a given calendar month between TWTC designated IP core routers in the forty-eight contiguous United States ("Network Latency Objective"). If TWTC fails to meet the Network Latency Objective, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Service as follows:

Network Average Latency	
Average Latency Standard	Percentage Credit
0 to 50.00 milliseconds ("ms")	No Credit
50.01 to 60.00 ms	20%
60.01 to 65.00 ms	30%
65.01 to 70.00 ms	40%
70.01 to 75.00 ms	50%
75.01 to 80.00 ms	75%
80.01 ms or greater	100%

1. Network Latency SLA is applicable to Internet (including SOHO), Long Haul Ethernet and MPLS/IP VPN Services.
2. Optimum TCP throughput may require adjustments to the default TCP stack settings.
3. Network Latency is determined by averaging sample measurements taken in the 48 Contiguous United States during the most recent full calendar month between TWTC designated IP core routers.
4. TWTC is currently working towards end to end latency measurement and expect to implement this ability for Ethernet Services in early 2012. At that time, TWTC will update the applicable SLA's. Until this occurs, TWTC will work with the last mile provider and customer to resolve latency issues during trouble situations or service impairments reported by customer.

Packet Delivery

TWTC's Services will have packet delivery of at least 99.9% during any calendar month ("Packet Delivery Objective"). If TWTC fails to meet the Packet Delivery Objective, credits will be calculated per the table below. Credits are based upon a percentage of MRC for the non-performing Service as follows:

Average Packet Delivery	
Domestic Packet Delivery Percentages	Percentage Credits
99.9+	No Credit
99.5 - 99.9	10%
99 - 99.4	20%
98 - 98.9	30%
97 - 97.9	40%
96 - 96.9	50%
95 - 95.9	75%
Below 95	100%

Notes:

1. Packet Delivery SLA is applicable to Internet (including SOHO), IP VPN, ENLAN and Converged Services
2. Packet Delivery is determined by averaging sample measurements taken in the 48 Contiguous United States during the most recent full calendar month between TWTC designated IP core routers.

3. TWTC is currently working towards end to end packet delivery measurement and expect to implement this ability for Ethernet Services in early 2012. At that time, TWTC will update the applicable SLA's. Until this occurs, TWTC will work with last mile provider and customer to resolve packet delivery issues during trouble situations or service impairments reported by customer.

Network Jitter

TWTC's Realtime CoS will have an average one-way jitter measurement of .5 ms or less during any given calendar month ("Realtime Jitter Objective"). TWTC's Interactive CoS will have an average one-way jitter measurement of 2 ms or less during any given calendar month ("Interactive Jitter Objective"). If TWTC fails to meet the applicable Jitter objective, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Service as follows:

Network Jitter		
	CoS Designation – Percentage Credits	
48 Contiguous States	Realtime	Interactive
0.5 ms	No Credit	No Credit
.51 ms - 2.0 ms	10%	No Credit
2.1 ms - 4.0 ms	20%	10%
4.1 ms - 5.0 ms	30%	20%
5.1 ms - 6.5 ms	40%	30%
6.6 ms - 7.5 ms	50%	40%
7.6 ms - 10.0 ms	75%	65%
>10.1 ms	100%	90%

1. TWTC's Jitter SLA is applicable to IP VPN and Converged Services.
2. Jitter is determined by averaging sample measurements taken in the 48 Contiguous United States during the most recent full calendar month between TWTC designated IP core routers.
3. TWTC is currently working towards end to end jitter measurement and expect to implement this ability for Ethernet Services in early 2012. At that time, TWTC will update the applicable SLA's. Until this occurs, TWTC will work with last mile provider and customer to resolve jitter issues during trouble situations or service impairments reported by customer.

Exhibit E
Non Discrimination Certification

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22nd day of September, 2017

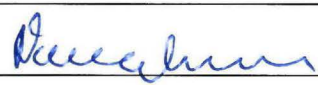
CONTRACTOR Level 3 Communications, LLC
Authorized Signature 
Title **Dwight E. Steiner**
Vice President &
Asst. General Counsel

Exhibit F

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION


The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Level 3 Communications, LLC

Signature of Officer or
Authorized
Representative:

 Date: Sept. 22, 2017

Printed Name:

Dwight E. Steiner

Title

**Vice President &
Asst. General Counsel**



M E M O R A N D U M

FROM: Sai Xoomsai Purcell, Procurement Specialist IV, 512-974-3058

DATE: 09/19/2017

SUBJECT: Level 3 Telecommunication and Internet Services

- Level 3 is the carrier for both the telecommunication and internet services.
- Due to the terms and conditions of the DIR TEX-AN contract, internet services must be ordered and billed directly through DIR. An annual DO should be issued and email directly to DIR for internet services.
- An annual DO should be issued and email directly to Level 3 for telecommunication services.

This would create one order with DIR for the internet and one with Level 3 for the telecommunication.

CC:

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

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TEX-AN NG Communications Technology Services Agreement

This TEX-AN NG Communications Technology Services Agreement is entered into by and between the State of Texas, acting by and through the Texas Department of Information Resources (“DIR”), with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and TW Telecom of Texas LLC. (“Vendor”), with a principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124.

Preamble.

WHEREAS, in accordance with the laws of the State, DIR issued the Request for Offers for TEX-AN Next Generation (TEX-AN NG) on the Texas Comptroller of Public Accounts’ Electronic State Business Daily Website, RFO number DIR-TEX-AN NG-001 (the RFO);

WHEREAS, in response to the RFO, Vendor submitted Vendor’s Response, dated October 1, 2010, as revised, amended and supplemented thereafter (the “Response”) and Vendor submitted Best and Final Offer (BAFO) response dated January 7, 2011, and DIR acknowledges the fact that after Vendor’s Response and BAFO Response were received and prior to Contract execution, the name of the Vendor has changed from tw telecom holdings inc to TW Telecom of Texas LLC;

WHEREAS, based on the Response, DIR and Vendor have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this TEX-AN NG Communications Technology Services Agreement (hereinafter CTSA or Contract); and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIR and Vendor (collectively, the “Parties” and each, a “Party”) hereby agree as follows:

Article 1. Introduction.

Section 1.1 Provision, Performance and Management by Vendor.

DIR desires that certain Communications Technology Services procured in accordance with state law (pursuant to Chapter 2170, Texas Government Code) be provided, performed and managed by Vendor as and to the extent described in this CTSA. Vendor has carefully reviewed DIR’s requirements, has performed all due diligence it deems necessary, and desires to deploy, perform and manage such communications technology Services for DIR, the Customers, Authorized End Users and, as required, other TEX-AN NG Vendors and TEX-AN 2000 Providers .

Section 1.2 Vendor’s Experience and Qualifications.

The Vendor represents and warrants that it is an established provider of communications technology Services as awarded under this CTSA and has the skills, qualifications, exper-

tise, financial resources and experience necessary to provide the communications technology Services, plans, reports and other deliverables described in this CTSA.

Section 1.3 Definitions.

Except as otherwise expressly provided in this CTSA, all capitalized terms (including derivatives of such terms) used in this CTSA shall have the meanings ascribed to them in *Exhibit A Definitions*; provided however, that any such defined terms, if not capitalized herein, shall have the same meaning as the defined term unless the context or industry usage require a different meaning. Words having well-known technical or trade meanings shall be accorded such meaning, unless expressly defined otherwise herein. Uncapitalized terms or phrases are to be given their usual meaning.

Article 2. Contract Documents.

Section 2.1 Definition.

This CTSA includes each of the Exhibits and Attachments attached to this CTSA, which are hereby incorporated into and deemed part of this CTSA, and unless otherwise expressly stated all references to this CTSA shall include the Exhibits and Attachments. A listing of the Exhibits and Attachments is included in the Table of Contents.

Section 2.2 Compliance with Procurement Laws.

This CTSA is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TEX-AN NG-001, on August 11, 2010, for TEX-AN Next Generation Communications Technology Services. DIR subsequently issued a Best and Final Offer (BAFO) opportunity dated December 13, 2010. Vendor responded to both opportunities and DIR and Vendor have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this CTSA. Upon execution of all CTSA's arising from the RFO, a notice of award for RFO DIR-TEX-AN NG-001 shall be posted by DIR on the Electronic State Business Daily.

Section 2.3 Order of Precedence.

In the event of any conflict or contradiction between or among the TEX-AN NG Communications Technology Services Agreement elements, the documents will control in the following order of precedence:

- (a) The CTSA (this document), and all amendments thereto,
- (b) *Exhibit A Definitions* to the CTSA, and all amendments thereto,
- (c) *Exhibit B Terms and Conditions* to the CTSA, and all amendments thereto,
- (d) All other Exhibits to the CTSA, and all amendments thereto,
- (e) Attachments to the CTSA, and all amendments thereto,
- (f) Appendices to the CTSA, and all amendments thereto;
- (g) Vendor's Response to BAFO, dated January 7, 2011, and incorporated by reference herein.
- (h) The Vendor's Initial Response to the RFO, dated October 1, 2010, and incorporated by reference herein.
- (i) The RFO Number DIR-TEX-AN NG-001, as amended and clarified by the Vendor questions and the DIR official responses, and incorporated by reference herein.

Article 3. Term.

Section 3.1 Initial Term.

The initial Term of this CTSA shall commence as of 12:00:01 a.m., Central Time on the Effective Date and continue until 11:59:59 p.m., Central Time, on August 4, 2016, unless this Contract is terminated earlier as provided herein, in which case the initial Term of this Contract shall end at 11:59:59 p.m., Central Time, on the effective date of such termination.

Section 3.2 Extension(s).

By giving written notice to Vendor no less than 90 days prior to the expiration date of the initial Term or the then-current Renewal Term, DIR, upon mutual agreement of the Parties, shall have the right to extend the Term of the CTSA for up to five years from the expiration of the initial Term, in any combination of months or years as necessary to complete the purpose of this Procurement. Upon mutual agreement, DIR may extend the CTSA more than once up to a total of an additional five year period (each a Renewal Term). The exact period(s) of the extension(s) shall be specified in the DIR notice of extension. The total period of time during which the CTSA is in effect is the Term.

Article 4. Relationship among DIR, Vendor, other TEX-AN NG Vendors, Authorized End Users and Customers.

Section 4.1 DIR as Vendor's Customer.

Pursuant to its authority found in Chapter 2170, Texas Government Code, DIR is the single state agency mandated to procure telecommunications services on behalf of Customers. In all interactions under the CTSA, DIR is in the role of Vendor's Customer, with the exception of Local Services and Small Office/Home Office (SOHO) Internet connectivity Services (hereinafter "direct sales transactions"). Except as noted above, DIR will issue all Purchase Orders to Vendor on behalf of itself and the Customers. Except as noted above, DIR shall act as the Vendor's billing agent for all Services ordered and consumed by the Customers and shall pay net proceeds from such billings to Vendor.

Vendor agrees to process all DIR orders for Services available under the CTSA through the CTSA.

Section 4.2 Direct sales transaction Customers for Vendor.

If Vendor is awarded any of the following Services: Local Services and/or SOHO Internet Connectivity Services under this CTSA (direct sales transactions), then Vendor shall receive Purchase Orders for such Services from the direct sales transaction Customer(s). Vendor shall bill direct sales transaction Customers such Services at the Prices allowed by this Contract that includes the DIR Cost Recovery Fee (CRF). Vendor shall remit the associated CRF to DIR on a monthly basis. Vendor shall also be responsible for sales reports and other administrative duties associated with providing these Services to the direct sales transaction Customers. See *Appendix B, Terms and Conditions, Section 9.15, Reporting of direct sales transactions and payment of CRF.*

Vendor agrees to process all direct sales transaction Customer orders for Services available under the CTSA through the CTSA.

Section 4.3 Customers as Authorized End Users of Vendor's Services.

As specified in Section 2170.004, Texas Government Code, certain Texas governmental and non-governmental entities are authorized to use the telecommunications services for which DIR contracts. For DIR's purposes, these entities are Customers. From the Vendor's perspective, these entities are "Authorized End Users," whether as organizations or persons employed by such organizations. When ordering certain Services from Vendor, the Customer may enter into a certain TEX-AN NG Customer Services Agreement, with DIR and Vendor, which sets forth the terms and conditions for the deployment, acceptance and delivery of such certain Services by Vendor to such Customer. Under each TEX-AN NG Customer Services Agreement, DIR shall be the billing agent on behalf of Vendor to receive payment for the Services from the Customer. DIR shall ensure that Customers commit funds for payment of Services by issuing Purchase Orders to DIR. The minimally acceptable terms and conditions of the TEX-AN NG Customer Services Agreement are attached as *Exhibit H, Attachments H-1 and H-2*.

Section 4.4 Nondiscrimination between and among TEXAN NG Vendors.

An award from the RFO is not exclusive to the Vendor. Vendor acknowledges that DIR intends to award or has awarded multiple contracts for Services out of the RFO. Vendor further acknowledges that some of the Services provided by Vendor hereunder may also be provided by Other TEX-AN NG Vendors. Finally, Vendor acknowledges that Vendor may have a dependency on Other TEX-AN NG Vendors in order to serve a particular Customer. Therefore, Vendor warrants and covenants, for itself and its Subcontractors, it shall not discriminate against another TEX-AN NG Vendor in the deployment and delivery of any Service in any manner to DIR, an Authorized End User and/or any Customer, or otherwise cause any disruption to Services as deployed and delivered to DIR, Authorized End Users and/or Customers by any Other TEX-AN NG Vendor.

Section 4.5 Covenant of cooperation among all.

Vendor shall fully cooperate with all Other TEX-AN NG Vendors in fulfilling the terms of this CTSA and/or TEX-AN NG Customer Services Agreement with DIR and Authorized End Users and/or Customers. DIR shall ensure that all agreements executed with Other TEX-AN NG Vendors pursuant to the Procurement shall obligate such Other TEX-AN NG Vendors to fulfill the requirements that are imposed on Vendor in this Section 4.5. Vendor acknowledges that this covenant is material to DIR and that failure to maintain such cooperation shall constitute a Material Breach.

Section 4.6 Special covenant to cooperate with DIR on Internal Business Process Improvements.

DIR is currently developing internal systems to support its Service delivery processes (quote to care), including the BMC Remedy OnDemand application version 7.6.03. All TEX-AN NG Vendors shall interface with internal service delivery systems once implemented. DIR intends to implement systems based on applications and interfaces that consist of generally accepted data and formats. Vendor shall provide timely, complete and commercially reasonable cooperation in implementation and use of the DIR adopted systems at no additional cost to DIR or the Customers. As of the Effective Date, the BMC Remedy OnDemand application includes Service Request Management (Service Ordering), Asset Management, Performance and Service Level Management, Incident Management (Help Desk/Trouble Tickets), Problem Management, Change Management, and Knowledge Management. Other systems in development to support Tex-AN-NG include DIR Enterprise Billing and Customer Relationship Management (CRM). As of the Effective Date, DIR and Vendor have agreed to the following formats and data to include detailed data for quotes, orders, trouble tickets, billing, Service Level Agreements and network monitoring and formats to include email, delimited flat files and web services XML. DIR will

provide reasonable written notice to Vendor as these systems become available for Vendor's use. If Vendor is unable to implement and use the DIR adopted systems, DIR reserves the right to terminate the CTSA. Vendor shall promptly notify DIR if it encounters an unforeseen challenge to implementing the BMC Remedy OnDemand application as described above. DIR agrees to negotiate in good faith to resolve the Vendor's challenge, reserving the right to terminate the CTSA if no resolution is apparent within 30 days of notification of the challenge.

Article 5. Awarded Services.

Section 5.1 Description.

A description of the Services awarded to Vendor under this CTSA are found in *Exhibit C* to the CTSA. This CTSA is an indefinite quantity contract. DIR has not made and does not make any representations or warranties about the amount or type of Services that Vendor may sell to DIR or the Customers as a result of executing this CTSA.

Section 5.2 Rates, Prices and telecommunications fees and surcharges.

- (a) The Rates for the Services as set forth in *Exhibit C* to the CTSA are the Rates To DIR, with the exception of the Prices for direct sales transactions – Local Services and/or SOHO Internet connectivity Services – for which Vendor shall directly bill the Customers at the Prices as set forth in *Exhibit C*. For all other Services in use, Vendors shall present a Monthly Consolidated Invoice to DIR based on the Rates To DIR. In its role as billing agent for Vendor, DIR shall bill to Authorized End Users and Customers the Rates To DIR, plus an additional percentage as DIR's Cost Recovery Fee (CRF), as authorized by Chapter 2170, Texas Government Code. Vendor acknowledges and agrees that DIR shall retain its CRF from the amounts it collects from Authorized End Users and Customers, prior to paying the net amount to Vendor.
- (b) If the Vendor is awarded Local Services and /or SOHO Internet Connectivity Services, *Exhibit C* also contains the Prices to direct sales transaction Customers for these Services, which include the Vendor's Rate plus the CRF. Vendor shall bill the direct sales transaction Customers for the Price as defined above and shall remit the CRF to DIR on a monthly basis. Vendor shall provide DIR with monthly direct sales transaction Reports.
- (c) *Exhibit C* also lists for each awarded Service, all applicable telecommunications fees and/or surcharges that are required to be assessed by Vendor against Customers by federal or state law. DIR shall include the listed telecommunications fees and surcharges on bills to Customers and Customers shall be responsible for paying such telecommunications fees and surcharges in full. If applicable to the direct sales transactions, Vendor shall include the telecommunications fees and surcharges on its bills to the direct sales transaction Customers, and the direct sales transaction Customers shall be responsible for paying such telecommunications fees and surcharges in full. No telecommunications fees and surcharges that are not set forth in *Exhibit C* may appear on bills to DIR or Customers.

Section 5.3 Cost Recovery Fees.

DIR's TEX-AN NG program is a cost recovery program. DIR, in its discretion, formulates CRFs per Service designed to fulfill its program needs, as authorized in Chapter 2170, Texas Government Code. Such CRFs may change over time and DIR will provide Vendor with 30 days advance notice of a change in the CRFs. With the exception of direct sales transactions, DIR shall bill for such CRFs and collect same from the Authorized End Users and Customers. Changes to the direct sales transaction CRFs will be made exclusively

through the contract amendment process, each such amendment to be effective from and after the CRF Amendment Effective Date. For direct sales transaction CRF changes, Vendor shall implement, charge and remit to DIR on a going forward basis the new effective CRF in 2 billing periods from CRF Amendment Effective Date. Vendor hereby consents to the assessment of the CRFs on its Rates To DIR. Vendor acknowledges that DIR is its billing agent for all Services other than the direct sales transaction Services. Vendor consents to DIR retaining the CRF portion of receipts received from Customers and consents to receiving the net proceeds as payment in full for its non-direct sales transaction Services sold hereunder. Such payment shall be made as long as the net amount received by Vendor is equal to the undisputed billed amount. For the direct sales transaction Services, Vendor shall include the applicable direct sales transaction CRF, as a component of its Price, in its bills to the direct sales transaction Customers and shall remit the direct sales transaction CRF to DIR on a monthly basis. See *Exhibit B, Terms and Conditions, Section 9.15, Reporting of direct sales transactions and payment of CRF*.

Section 5.4 Authorized Changes to Rates To DIR and Prices.

Vendor may propose changes to the Rates to DIR and/or the Prices for direct sales transactions by offering to lower the amounts set forth in *Exhibit C*. Vendor must identify the Service and the specific Rate(s) or Price to be lowered. DIR shall have a reasonable time to review and determine, in its sole and absolute discretion, that the changed value in either the Rate To DIR or the resulting Price for direct sales transaction Services to the Customer is a best value. If DIR approves the change in the Rate to DIR and or Price, the Parties shall agree to the manner of documenting the new Rate and/or Price. The Parties agree to make such new Rates to DIR and/or Prices available to Customers as quickly as possible. Vendor initiated Point of Presence location changes that have an adverse effect on Rates to DIR and/or Prices to direct sales transaction Customers must be authorized by an amendment to the CTSA before the new Rates to DIR and/or Prices to direct sales transaction Customers may be billed. During the Term, DIR may transition its amendment process to a fully automated system. Vendor shall cooperate with DIR to transition its change process for Rates To DIR and/or Prices to a new automated system. The Parties shall mutually agree to an amendment process.

Article 6. Notices.

(a) Delivery of notice.

Any notice or other legal communication required or permitted to be made or given by either Party pursuant to this CTSA will be in writing and deemed to have been duly given:

- (1) Three (3) Business Days after the date of mailing if sent by certified U.S. mail, postage prepaid, with return receipt requested;
- (2) When transmitted if sent by electronic transmission, with a confirmation of transmission; or
- (3) When delivered if delivered personally or sent by express courier service.

(b) Notice.

Any notice under this CTSA will be sufficient if delivered to the following persons or their successors.

- (1) Communications that are routine and administrative in nature should be sent to the Contract Managers.
- (2) All other notices and communications should be sent to the following:
If to Vendor: TW Telecom of Texas LLC.

10475 Park Meadows Drive
Littleton, CO 80124

With a copy to: (LEGAL NOTICE)
Fax: 303-803-9923
Attn: General Counsel

If to DIR: Director,
Communications Technology Services Division

With a copy to: Attorney, Communications Technology Services Division
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Facsimile: (512) 475-4759

(c) Change of Designee.

Either Party may change the above-referenced designees or address with five days' prior written notice to the other Party.

Article 7. Contract Amendments.

Section 7.1 Business Plan.

This Section represents the Parties' business plan for negotiating amendments and modifications to the CTSA, as required by *Article 7, Exhibit B Terms and Conditions*.

Section 7.2 Vendor Proposed Changes to Exhibit C.

The Vendor may propose changes in the contents of *Exhibit C* for Services of this CTSA. See *Article 7, Exhibit B Terms and Conditions*.

Section 7.3 All Other Changes.

All other modifications to the CTSA must be accomplished through a formal written amendment executed by an authorized representative of DIR and Vendor. DIR and Vendor reserve the right to require periodic update of the *Terms and Conditions*, of the CTSA and all relevant documents associated therewith, to maintain alignment with new and changed legislation, legal requirements, rules and regulatory requirements relevant to the performance by Vendor of this CTSA.

Section 7.4 Mutual Covenant of Cooperation.

For all such Contract amendments, the Parties covenant to cooperate in the good faith, timely negotiation of such matters and to proceed to execution of necessary instruments without delay.

Article 8. Miscellaneous.

Section 8.1 Integration.

This CTSA, together with any documents and exhibits specifically referred to herein, constitute the entire agreement with respect to the subject matter hereof between the Parties. On execution of this CTSA, all prior agreements and understandings between the Parties relating to the subject matter hereof shall be null and void. The Parties specifically acknowledge that there are no unwritten side agreements or oral agreements

between them which alter, amend, modify or supplement this CTSA as of the Effective Date.

Section 8.2 Counterparts.

This CTSA may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be deemed original signatures.

Authority to Execute.

IN WITNESS WHEREOF, the Parties have executed this TEX-AN NG Communications Technology Services Agreement in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures. This TEX-AN NG Communications Technology Services Agreement shall be effective from the date of the last signature hereto (the Effective Date).

Department of Information Resources**TW Telecom of Texas LLC. (Vendor)**

Signature on File
Cindy Reed
Deputy Executive Director
Operations & Statewide
Technology Sourcing

Signature on File
John T. Blount
EVP and COO

08/04/2011
Date

08/03/2011
Date

Signature on File 08/04/2011
Legal

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

Exhibit A. Definitions

Exhibit A. Definitions

Contents of *Exhibit A Definitions* follow:

Article 1. Introduction.....	A-3
Article 2. Definitions.....	A-3

Article 1. Introduction.

The purpose of *Exhibit A Definitions* is to define certain terms used for the CTSA. DIR does not warrant the completeness or accuracy of the contents.

Article 2. Definitions.

1. **Accept** – Agreement from DIR and/or its Customer(s) that Service installations, moves, changes or other actions have been successfully completed.
2. **Adjustment** – Has the meaning set forth in *Exhibit B, Terms and Conditions, Section 9.08, Billing Adjustments*.
3. **Affiliate** – (i) Any person or entity directly or indirectly owning, controlling or holding, with power to vote, fifty percent (50%) or more of the outstanding voting securities of Vendor; (ii) any person or entity for which fifty percent (50%) or more of the outstanding voting securities are directly or indirectly owned, controlled or held, with power to vote by Vendor; or (iii) any person, or entity directly or indirectly controlling, controlled by, or under common control with, Vendor.
4. **Article** – A numbered portion of the text of the CTSA.
5. **Assignee** – An individual or organization that receives an assignment of all or part of the interests of one of the Party's to the CTSA, and that undertakes to assume the responsibilities of that original Party.
6. **Attachment** – A form or document appended to an Exhibit to the CTSA.
7. **Authorized End Users** – Individuals or organizations that are eligible to use the Services by statute, also known as **Customers**.
8. **Best and Final Offer or BAFO** – An optional step in this Procurement in which DIR seeks from selected Vendors refinement of their Responses in designated areas. This process may be repeated more than once.
9. **Billing Plan** – A plan initially submitted with Vendor's Response demonstrating compliance with the RFO for billing matters. The final Billing Plan, as agreed upon by the Parties is attached to the CTSA as *Attachment F-17 Billing Plan*.
10. **Business** – A person, partnership, corporation, or other entity engaged in commerce, manufacturing, or a service.
11. **Business Day** – Monday through Friday, excluding State holidays, 7:00 a.m. to 6:00 p.m. local time. State holidays will include all holidays with the status "All Agencies closed." State holidays will not include State optional holidays or holidays that require skeleton crews. If the CTSA calls for performance on a day that is not a Business Day, then performance is intended to occur on the next Business Day.
12. **Cause** – The conditions described in *Exhibit B Terms and Conditions, Section 11.03(d) Termination for cause*.
13. **Comptroller of Public Accounts (CPA)** – The State's chief tax collector, accountant, revenue estimator, and treasurer. CPA includes the Texas State Treasury.
14. **Confidential Information** – To the extent consistent with the Texas Public Information Act, any communication or record (whether oral, written, electronically stored, or transmitted, or in any other form) that consists of:
 - a. Non-public budget, expense, payment, and other financial information;
 - b. Privileged Work Product;

- c. Information designated by Vendor, DIR or any other Customer as confidential, including all information designated as confidential under the Texas Public Information Act, Texas Government Code, Chapter 552, or otherwise exempted from public disclosure under such Act;
 - d. Information that is utilized, developed, received, or maintained by DIR, the Vendor, or Authorized End Users or Customer for the purpose of fulfilling a duty or obligation under this CTSA and/or a TEX-AN NG Customer Services Agreement and that has not been publicly disclosed by the party that developed such information; and
 - e. Vendor's Proprietary Intellectual Property and related technical and design documentation provided by the Vendor pursuant to this CTSA, excluding user-related materials that have been released by the Vendor to the public.
15. **Consolidated State Network** – Means the consolidated telecommunications system as defined by Section 2170.001(a)(2), Texas Government Code, as the network of telecommunications services serving the state government. This Consolidated State Network is composed of DIR, Customer and Vendor Network segments as defined herein.
16. **Contract Anniversary Date** – Period commencing on the Effective Date and ending one year later and for each year in the Term thereafter.
17. **Contract Manager** – For each Party, the individual assigned the duty to be the primary point of contact for CTSA administrative matters.
18. **Corrective Action Plan** – Has the meaning assigned in *Section 11.02 (c), Tailored Remedies, Exhibit B, Terms and Conditions*.
19. **Cost Recovery Fee (CRF)** – A fee assessed on the Rates To DIR for each Service, billed to and collected from Customers, which is designed to recover the costs incurred by DIR in operation of the TEX-AN NG Program. For direct sales transactions, Vendor includes the CRF in its Price to the direct sales transaction Customers and remits the CRF to DIR on a monthly basis. The CRF is authorized by Chapter 2170, Texas Government Code.
20. **Credits** – Monetary assessments against amounts owed Vendor as a remedy for billing Adjustments and /or Deficiencies,, as more particularly described in *Exhibit D Performance Management*.
21. **CRF Amendment Effective Date** – The date on which a contract amendment which changes the direct sales transaction CRF is to be effective, as more particularly described in *Section 5.3, Exhibit B* to the CTSA.
22. **Customer** – Any eligible purchaser of Services. Customers are defined in accordance with Section 2170.004, Texas Government Code. Customers for telecommunications services include state agencies as defined in Section 2151.002, Texas Government Code, each house of the legislature, a legislative agency, an agency that is not a state agency as defined in Section 2151.002, Texas Government Code; a political subdivision, including a county, municipality, or district; a private institution of higher education accredited by a recognized accreditation agency as defined by Section 61.003, Education Code, that: A) engages in distance learning, as defined by Section 57.021, Utilities Code; and B) receives federal funds for distance learning initiatives; and assistance organizations, as defined in Section 2175.001, Texas Government Code. A customer for the receipt of Services also may include those state agencies purchasing from a DIR contract through an Interagency Agreement as authorized by Chapter 771, Texas Government Code and any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

23. **Customer Network** – Customer networks are built and maintained by the Customer. Customer Networks may or may not connect to the DIR Network or a Vendor Network, depending upon whether the Customer needs access to Services provided by the DIR Network or a Vendor Network. Network to network demarcation points are determined on a case by case basis depending upon type of Service.
24. **Deficiency** – Any failure of Vendor to provide the Services or to otherwise perform or comply with its duties under this CTSA, including any specific areas of Vendor performance that fail to meet performance expectations, standards, SLAs or schedules, and any failure of Vendor to be reasonably responsive to a reasonable request of DIR and/or a Customer for information, assistance, or support relating to the Services within the timeframe mutually agreed to by DIR and/or the Customer, and Vendor.
25. **Deliverable** – A report or item that must be completed and delivered under the terms of the CTSA or a TEX-AN NG Customer Services Agreement. The measurable result or output of a process prepared, developed or procured by Vendor as part of the Services under the CTSA or a TEX-AN NG Customer Services Agreement.
26. **Descriptions** – The description(s) of the awarded Services set forth in *Exhibit C*.
27. **DIR Network** – The DIR Network provides connectivity for primarily state government agencies but also includes educational institutions, political subdivisions and assistance organizations. Customer and Vendor Networks connect to the DIR Network for interconnectivity and for enterprise services such as connectivity to the state data centers and internet service. Network to network demarcation points are determined on a case by case basis depending upon type of Service.
28. **Disentanglement** – The process of winding up all issues in the business relationship between DIR and Vendor in the event of early termination of the CTSA. See *Section 11.06, Payment and other provisions at CTSA termination, Exhibit B, Terms and Conditions*.
29. **Disentanglement Plan** – The plan developed and submitted by Vendor and approved by DIR, in its sole and absolute discretion, to provide for the orderly and efficient winding up of the issues of the business relationship between Vendor and DIR in the event of early termination of the CTSA. See *Section 11.06, Payment and other provisions at CTSA termination, Exhibit B, Terms and Conditions*.
30. **Disentanglement Services** - The services provided by Vendor pursuant to an approved Disentanglement Plan to provide for the orderly and efficient winding up of the issues of the business relationship between Vendor and DIR in the event of early termination of the CTSA. See *Section 11.06, Payment and other provisions at CTSA termination, Exhibit B, Terms and Conditions*.
31. **Disputes** – A billing Dispute is a disagreement over the accuracy of charges in an Invoice either to DIR or a Customer. Other Disputes may be disagreements over actions taken or not taken pursuant to the CTSA or a TEX-AN NG Customer Services Agreement, which are subject to the provisions of *Section 11.10 Dispute Resolution* of the CTSA.
32. **Effective Date** – The commencement date for the CTSA, which is the date on which the last Party signs the CTSA.
33. **Electronic State Business Daily** – a web portal operated by the Comptroller of Public Accounts, to which all state agencies must post procurement opportunities, in compliance with Section 2155.083, Texas Government Code.
34. **Equipment** – Computer hardware, routers, telecommunication devices, and the like utilized under this CTSA.
35. **Exhibit** – a document appended to the CTSA as listed in the Table of Contents.

36. **Expiration Date** – 11:59:59 p.m., Central Time, on August 4, 2016, unless the initial Term or the then-current Renewal Term, is extended in accordance with the CTSA, in which case the Expiration Date shall be 11:59:59 p.m., Central Time on the last day of such extension(s).
37. **FCC** – the Federal Communication Commission, with regulatory authority over the telecommunications industry, including certain telecommunications carriers.
38. **Force Majeure Event** – an event experienced by a Party that is within the scope of the CTSA clause found at *Exhibit B, Section 3.03*.
39. **Government Entity or Entities** – A subset of Customers that includes all publicly owned entities, such as State agencies, institutions of higher education, and local governments.
40. **Independent Verification and Validation contractors** – A third party provider of independent assessment and testing methodologies for quality assurance or performance verification purposes.
41. **Information and Communication Technology (ICT) Contracts Program** – A streamlined cooperative purchasing program for state, local, public education, and other public entities within and outside the State of Texas, administered by the Contracting & Procurement Services Division of DIR.
42. **Intellectual Property** – Any trademarks, patents, inventions, copyrights, trade secrets, or domain names created prior to, on, or after the Effective Date.
43. **Invoice** – Depending on the context in which used, may mean the Monthly Consolidated Invoice issued by Vendor to DIR, or an Invoice issued to a direct sales transaction Customer for direct sales transaction Services, including Internet Service for non-state agencies, Local Services and SOHO. In the proper context, Invoice may refer to both types of Invoices.
44. **Key Personnel** – All individuals identified by Vendor in *Attachment F-7 Service Delivery Implementation Plan* as Key Personnel will be considered Key Personnel.
45. **Local Services** – A type of Service as specified in Section 3 of the RFO, which may be directly sold to Customers by Vendor as set forth in *Article 4* of the CTSA, if awarded to Vendor under this CTSA.
46. **Marketing Plan** – A plan initially submitted with Vendor's Response to demonstrate Vendor's resources and activities to promote the CTSA and gain Customers. The Marketing Plan, as approved by DIR, in its sole and absolute discretion, is attached to the CTSA as *Attachment F-8*.
47. **Material Breach** – Substantial failure in the performance of a material term of the contract.
48. **Monthly Consolidated Invoice** – A formal, single statement of charges provided by Vendor to DIR, which includes the Invoice file, Detailed Billing File, Adjustment file and monthly informational memorandum for all Services provided by Vendor.
49. **Monthly Statement** – A revised summary of all DIR accounts with detailed adjustments for each account provided by Vendor after resolution of disputes.
50. **Parties** – Has the meaning given in the Preamble to CTSA.
51. **Party** – Has the meaning given in the Preamble to the CTSA and in the introduction to the TEX-AN NG Customer Services Agreement, *Exhibit H* to the CTSA.
52. **Prices** – Are the values for direct sales transaction Services as reflected in *Exhibit C* to the CTSA, which Vendor is allowed to directly bill to Customers and are composed of the Vendor's Rate to DIR plus the CRF.

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53. **Privileged Work Product** – Work product considered privileged from discovery/disclosure under the Texas Rules of Civil Procedure, Texas Rules of Evidence, Federal Rules of Civil Procedure or Federal Rules of Evidence.
54. **Procurement** – The TEX-AN NG Program established by DIR in the RFO to select Vendors for the provision of Services.
55. **Project** – A transaction that requires special treatment by the Vendor due to size, complexity or importance of the Services ordered.
56. **Public information** – Information that meets the following two conditions:
- a. is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and
 - b. is determined to not be Confidential Information, or exempt from disclosure, under the Texas Public Information Act, Texas Government Code, Chapter 552.
57. **PUC** – The State Public Utility Commission, a state agency with regulatory authority over the telecommunications industry based on Texas law and Federal Law delegated from the FCC.
58. **Purchase Order** – DIR's or Customer's fiscal form or format, which is used when making a purchase of Services (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
59. **Rates To DIR** – Are the monetary values for the Services that Vendor bills to DIR which do not include the CRF, as more particularly described in *Exhibit C* to the CTSA.
60. **Renewal Term(s)** – Has the meaning set forth in *Section 3.2* of the CTSA.
61. **Request for Offer (RFO)** – Has the meaning given in the Preamble to the CTSA.
62. **Response** – Has the meaning given in the Preamble to the CTSA.
63. **Retail** - Means products and service provided by Vendor to end-user customers, as opposed to Wholesale customers like Competitive Local Exchange Carriers (CLECs), Interexchange Carriers (IXCs) or System Integrators (SIs).
64. **Section** – A numbered or lettered portion of the text within an Article of the CTSA.
65. **Services** – The communications technology Services described in Section 3 of the RFO and awarded to Vendor under this CTSA.
66. **Service Level Agreement(s) (SLA(s))** – An agreement(s) between Parties that contains service performance metrics with corresponding service level objectives, which DIR, Authorized End Users and Customers rely on to measure the quality and/or reliability of Services.
67. **Small Office/Home Office (SO/HO) Internet connectivity** – A type of Service as specified in Section 3 of the RFO, which may be directly sold to Customers by Vendor as set forth in *Article 4* of the CTSA, if awarded to Vendor under this CTSA.
68. **Service Order Completion Notice (SOCN)** – Written notice from Vendor that contains data elements notifying DIR and/or the Customer that the Service for a given Order has been fully installed and is ready for Acceptance.
69. **Software** – All operating systems, applications software, and related documentation used by Vendor to provide the Services under this CTSA.
70. **State** – The State of Texas, acting by and through the Department of Information Resources.

71. **Stop Marketing Order** – Has the meaning set forth in *Exhibit B, Terms and Conditions, Section 11.02(c)(5), Tailored Remedies*.
72. **Subcontract** – Any written agreement between Vendor and other party to fulfill the requirements of this TEX-AN NG Communications Technology Services Agreement. All Subcontracts are required to be in writing and signed by the Vendor and Subcontractor.
73. **Subcontractor** – A party to a Subcontract which is not the Vendor.
74. **Subcontractor Compliance Obligations** – Has the meaning set forth in *Exhibit B Terms and Conditions, Section 4.03(c) Subcontractor's compliance*.
75. **Subsection** – A numbered or lettered portion of the text within a Section of the CTSA.
76. **Table of Contents** – The list of Articles, Sections, Exhibits and Attachments to the CTSA found at the beginning of the CTSA.
77. **Term** – The period of time during which the CTSA is in effect between DIR and the Vendor, as more particularly described in *Article 3* of the CTSA.
78. **TEX-AN NG Communications Technology Services Agreement, Contract, or CTSA** – The final version of the contractually binding agreement between the Texas Department of Information Resources and the Vendor awarded pursuant to the RFO, including all Exhibits and Attachments thereto.
79. **TEX-AN NG Communications Technology Services, TEX-AN NG Services or Services** – The specified Services within scope of the DIR-TEX-AN NG-001 RFO and as to the scope of the CTSA, only those Services awarded to Vendor.
80. **TEX-AN NG Customer Services Agreement** – A contractual document containing the terms, conditions, and scope for Services to be deployed and operated under this CTSA, and executed by the Customer, Vendor, and DIR. *Attachments H-1 and H-2* contain the template for the form of TEX-AN NG Customer Services Agreement.
81. **TEX-AN NG Program** – the activities and contracts authorized by Chapter 2170, Texas Government Code, administered by the Department of Information Resources on behalf of the State.
82. **TEX-AN 2000 Agreements** – The agreements for the provision of telecommunications services to DIR and its Customers by that will no longer be needed as of the Effective Date. The individual TEX-AN 2000 Agreements will terminate by their own terms as governed by each such Agreement.
83. **TEX-AN 2000 Providers** – Providers of telecommunications services under the TEX-AN 2000 Agreements.
84. **Texas Ethics Commission** – the state agency responsible for investigation of violations and enforcement of the ethical standards for public officials and employees in accordance with state law.
85. **Thing of Value** – Has the meaning set forth in *Exhibit B, Section 11.03, Termination of the CTSA*.
86. **Third Party Customer** - A person or entity that purchases Services from Vendor other than DIR or a Customer. Third Party Customers would be Vendor's Customers who are not acquiring services under the CTSA.
87. **Transition Assistance Services** – Are only related to the meaning set forth in *Exhibit B, Terms and Conditions, Section 16.04, Transition Assistance Services*.
88. **Transition Effective Date** – Only refers to the meaning set forth in *Exhibit B, Terms and Conditions, Section 16.01, Scope*.

- 89. **Transition Period** – Only refers to the meaning set forth in *Exhibit B, Terms and Conditions, Section 16.02, General Statement for Transition*.
- 90. **Transition Plan for Expiration of the CTSA** – The period of time and activities for the transition of TEX-AN NG Services under this CTSA from the Vendor to DIR or a successor service provider designated by DIR at the end of the Term. See *Article 16* of the CTSA.
- 91. **Vendor** – has the meaning given in the Preamble to the CTSA.
- 92. **Vendor Network** – A Vendor Network is built and maintained by a Vendor for supporting Customer and DIR Requirements. A Vendor Network provides similar connectivity for Customers as the DIR Network. Vendor Networks also provide access between Customer Networks and the enterprise services on the DIR Network. Network to network demarcation points are determined on a case by case basis depending upon type of Service.
- 93. **Vendor's Proprietary Software** – all software owned by Vendor or its affiliates and used in providing the Services and all modifications and enhancements to such software.

— End of Exhibit A —

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

Exhibit B. Terms and Conditions

Exhibit B. Terms and Conditions

Contents of *Exhibit B Terms and Conditions* follow:

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Article 1. Introduction.

Section 1.01 Inducements.

In executing this CTSA, the Department of Information Resources (DIR) relies on Vendor's representations, warranties and covenants regarding the following:

- (1) Vendor, its agents and its Subcontractors, regularly provide the types of Services described in the RFO to other public or private entities;
- (2) Vendor, its agents and its Subcontractors, have the skills, qualifications, expertise, financial resources and experience necessary to perform the Services described in the RFO, Vendor's Response, and this CTSA in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and have performed similar Services for other public or private entities;
- (3) Vendor has thoroughly reviewed, analyzed, and understood the RFO, has timely raised all questions or objections to the RFO, and has had the opportunity to review and fully understand the DIR's current program, operating environment for the Services, this CTSA and the needs and requirements of DIR, the Customers and the State during the Term of the CTSA;
- (4) Vendor has had the opportunity to review and understand the State's stated objectives in entering into this CTSA and, based on such review and understanding, Vendor currently has the capability to perform the Services in accordance with the terms and conditions of this CTSA;
- (5) Vendor also has reviewed and understands all of the risks associated with the TEX-AN NG Program as described in the RFO and the CTSA, including the risk of non-appropriation of funds;
- (6) Vendor shall at all times be capable of and legally authorized to provide the Services;
- (7) The Rates To DIR, Prices and any discounts offered hereunder shall be true and correct.

Accordingly, on the basis of these representations, warranties and covenants, DIR desires to engage Vendor to perform the Services under the terms and conditions set forth in this CTSA and Vendor covenants to perform the Services under the terms and conditions set forth in this CTSA.

Section 1.02 Transition from TEX-AN 2000 Agreements.

Vendor shall use its best efforts to cooperate with all TEX-AN 2000 Providers in ensuring the orderly transition from their provision of services under the applicable TEX-AN 2000 Agreements to Vendor's provision of Services under this CTSA.

Section 1.03 Construction of Agreement.

- (a) Scope of Introductory Article.

These provisions are not intended to expand the scope of the Parties' obligations under this CTSA or to alter the plain meaning of the terms and conditions of this CTSA.

- (b) Definitions.

As used in this CTSA, the capitalized terms and conditions not defined in an Exhibit or Attachment will have the meanings assigned in *Exhibit A Definitions*.

- (c) Severability.

If any provision of this CTSA is construed to be illegal or invalid, such interpretation will not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated in this CTSA, but all other provisions will remain in full force and effect.

(d) Survival of terms.

Termination or expiration of this CTSA for any reason will not release either Party from any liabilities or obligations set forth in this CTSA that:

- (1) The Parties have expressly agreed will survive any such termination or expiration; or
- (2) Remain to be performed or by their nature continue beyond the termination or expiration of this CTSA, including without limitation, the obligations related to *Confidential Information (Article 10, Exhibit B)*, *Limited Warranty Disclaimers (Section 13.06, Exhibit B)*, *Limitations of Liability (Section 15.03, Exhibit B)*, and *Indemnification (Section 11.11(b), Exhibit B)*.

(e) Headings.

The Article and Section headings in this CTSA are for reference and convenience only and may not be considered in the interpretation of this CTSA.

(f) Global drafting conventions.

- (1) The terms “include,” “includes,” and “including” are terms of inclusion, and where used in this CTSA, are deemed to be followed by the words “without limitation.”
- (2) Any references to “sections,” “exhibits,” or “attachments” are deemed to be references to sections, exhibits, or attachments to this CTSA.
- (3) Any references to agreements, contracts, statutes, or administrative rules or regulations in this CTSA are deemed references to these documents as amended, modified, or supplemented from time to time during the term of this Contract.

Section 1.04 No implied authority.

- (a) The authority delegated to Vendor by DIR is limited to the terms of this CTSA. DIR is the State agency designated by the Texas Legislature to administer the TEX-AN NG Program, and no other agency of the State grants Vendor any authority related to this Program. Vendor is required to cooperate to the fullest extent possible to assist DIR in communications and negotiations with all Customers as directed by DIR. Vendor may not rely upon implied authority, and specifically is not delegated authority under this CTSA to:
 - (1) make public policy;
 - (2) promulgate, amend or disregard administrative regulations or program policy decisions made by DIR for administration of the TEX-AN NG Program; or
 - (3) unilaterally communicate or negotiate with any Customer or the Texas Legislature on behalf of DIR regarding the TEX-AN NG Program, except as specifically permitted under this CTSA.
- (b) Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

Section 1.05 Legal Authority.

DIR is authorized to enter into this CTSA under Chapter 2170, Texas Government Code. Vendor is authorized to enter into this CTSA pursuant to the authorization of its governing board or controlling owner or officer.

Article 2. Availability of Appropriated Funds.

Termination for non-appropriation of funds may be found at *Exhibit B, Section 11.03(c)*.

Article 3. General Terms and Conditions.

Section 3.01 Delegation of authority.

Whenever, by any provision of this TEX-AN NG Communications Technology Services Agreement, any right, power, or duty is imposed or conferred on DIR, the right, power, or duty so imposed or conferred is possessed and exercised by the DIR Executive Director unless any such right, power, or duty is specifically delegated to the duly appointed agents or employees of DIR. The DIR Executive Director will reduce any such delegation of authority to writing and provide a copy to Vendor on request.

Section 3.02 No waiver of sovereign immunity.

The Parties expressly agree that no provision of this TEX-AN NG Communications Technology Services Agreement shall be construed as or constitute a waiver by DIR or the State of Texas of any immunities from suit or from liability that DIR or the State of Texas have by operation of law.

Section 3.03 Force majeure.

Except for payment of amounts due, neither Party will be liable for any loss or damage, failure or delay in performing its obligations under this TEX-AN NG Communications Technology Services Agreement if such loss or damage, failure or delay is due to any cause beyond the reasonable control of such Party, including strikes, natural disasters, cable cuts, power blackout, fire, civil disturbance, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, epidemic, war, court order, or acts of God (a *Force Majeure* event). The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must give written Notice within five Business Days of their knowledge of a *Force Majeure* Event.

Section 3.04 More favorable terms.

- (a) Vendor shall only charge Rates to DIR and Prices that are no higher in the aggregate than the charges charged by Vendor directly to substantially similar Retail Third Party Customers for the provision of the same or substantially similar Services on substantially similar terms and conditions.
- (b) No later than each Contract Anniversary Date, Vendor shall certify to DIR, in writing, that it has been in full compliance with *Section 3.04 (a)* above at all times during the prior 12 month period. Any failure of Vendor to comply with this certification requirement or any certification filed by Vendor that is not true shall constitute a Material Breach. The sole remedy if Vendor has breached *Section 3.04 (a)* above, Vendor shall be obligated to award DIR and /or Customer, as appropriate, Credits on the next appropriate Invoice that are equal to the overcharges paid as a result of any such breach.
- (c) DIR shall have the right, in its sole and absolute discretion, to conduct an audit of Vendor's compliance with this *Section 3.04* pursuant to the procedures set forth in *Exhibit B, Section 8.06*.
- (d) Vendor represents and warrants that, as of the Effective Date, it shall comply prospectively with this *Section 3.04*.

Section 3.05 Publicity and Trademarks.

- (a) Except as provided in Subsection (b) below, Vendor must not use the name of DIR, the State, or any other Customer, or refer to DIR or any such Customers directly or indirectly in any media release, or public announcement, relating to this CTSA or its subject matter, including, in any promotional or marketing materials, customer lists, or business presentations (other than proposals or reports submitted to DIR, a Customer, an administrative agency of the State, or the Federal government).
- (b) Vendor may publish, at its sole expense, any media release or public announcement, relating to this CTSA or its subject matter, including, in any promotional or marketing materials, customer lists, business presentations (other than proposals or reports submitted to DIR or a Customer, an administrative agency of the State, or a governmental agency or unit of another State or the Federal government), or results of Vendor performance under this CTSA with DIR's prior review and approval, which DIR may exercise at its sole and absolute discretion. Vendor will provide DIR a copy of any such publication no less than five (5) Business Days prior to public release unless otherwise agreed by the Parties. Vendor will provide additional copies at the request of DIR. Approval of the annual Marketing Plan will constitute approval by DIR for Vendor to publish all materials approved in connection with such Marketing Plan.
- (c) Trademarks. Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks, or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by providing written notice.

Section 3.06 Assignment.

- (a) Assignment by Vendor.

Vendor will not assign all or any portion of its rights under or interests in this CTSA or delegate any of its duties without prior written consent of DIR. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment by the Assignee, in a form acceptable to DIR in its sole and absolute discretion, and consent to same from DIR, in its sole and absolute discretion. Except where otherwise agreed in writing by DIR, assignment will not release Vendor from its obligations pursuant to this CTSA. The requirements of this *Section 3.06(a)* shall not apply in connection with Vendor's assignment to (i) any Affiliate, or (ii) any person acquiring all or substantially all the assets of Vendor or all or substantially all the assets of an Affiliate to which this CTSA, or any of this interests, rights and obligations of Vendor hereunder, previously has been assigned. Notwithstanding the foregoing, Vendor may, without DIR's consent, assign or delegate in whole or relevant part, its rights and obligations under this CTSA to a third party work to be performed under this CTSA, but Vendor will in each such case remain financially responsible for the performance of such obligations.

- (b) Assignment by DIR.

Vendor understands and agrees DIR may in one or more transactions assign or transfer this CTSA. DIR will provide written notification of such assignment to Vendor. This assignment will only be made to another State agency or an entity designated by the Texas Legislature.

- (c) Amendment.

Each Party agrees to cooperate to amend the TEX-AN NG Communications Technology Services Agreement as necessary to maintain an accurate record of the contracting Parties.

- (d) Assumption.

Each Party to whom an assignment or transfer is made (an “Assignee”) must assume all or any part of Vendor’s or DIR’s interests in this CTSA, the Services, and any documents executed with respect to this CTSA, including, without limitation, its obligation for all or any portion of the payments due hereunder.

Section 3.07 RFO errors and/or omissions.

Vendor will not take advantage of any errors and/or omissions in the RFO or the resulting CTSA. Vendor must promptly notify DIR of any such errors and/or omissions that are discovered.

Section 3.08 Abandonment or Default.

Abandon means to relinquish or renounce the CTSA for any reason other than for a *Force Majeure* Event. If the Vendor abandons the CTSA, DIR reserves the right to cancel the CTSA without notice and either re-solicit and re-award the CTSA or take such further action or no action in the best interest of the State. The abandoning Vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of Services, unless the specifications or scope of work significantly changes.

Section 3.09 Reserved.**Section 3.10 Place of Performance.**

Vendor agrees to either provide or arrange to have a Vendor Affiliate provide Services to Customer in accordance with this CTSA, subject to availability and operational limitations of systems, facilities and equipment. Where required, a Vendor Affiliate authorized by the appropriate regulatory authority will be the service provider.

Section 3.11 Vendor Certifications.

Vendor certifies that it:

- (a) Has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract,
- (b) Is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006, Texas Family Code and acknowledges the CTSA may be terminated and payment withheld if this certification is inaccurate,
- (c) Neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage,
- (d) Has not received payment from DIR or any of its employees for participating in the preparation of the Contract,
- (e) Under Section 2155.004, Texas Government Code, is not ineligible to receive the specified CTSA and acknowledge that this CTSA may be terminated and payment withheld if this certification is inaccurate,
- (f) To the best of its knowledge and belief, knows there are no suits or proceedings pending or threatened against or affecting it, which if determined adversely to it will have a material adverse effect on the ability to fulfill its obligations under the CTSA,
- (g) Is not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration, and

- (h) As of the effective date of the CTSA, is not listed in the prohibited vendors list authorized by Executive Order #13224, *“Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,”* published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (i) Agrees that any payments due under this CTSA will be applied towards any debt, including but not limited to delinquent taxes that is owed to the State;
- (j) Is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (k) For itself and on behalf of its Subcontractors, has identified all current or former, within the last twelve (12) years, employees of the State assigned to work on the CTSA 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the CTSA, Vendor certifies for itself and on behalf of its Subcontractors, it shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;
- (l) Represents and warrants that the provision of Services or other performance under the CTSA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the CTSA, Vendor certifies it shall disclose for itself and on behalf of Subcontractors, the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;
- (m) Represents and warrants that DIR and/or the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this CTSA are not prohibited by Sections 556.005 or 556.008, Texas Government Code; and
- (n) Under Section 2155.006, Texas Government Code, is not ineligible to receive the specified CTSA and acknowledge that this CTSA may be terminated and payment withheld if this certification is inaccurate.
- (o) Vendor acknowledges the applicability of Sections 2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the CTSA.

During the term of the CTSA, Vendor shall, for itself and on behalf of its Subcontractors, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

Section 3.12 Internet Access to CTSA and Pricing Information

- (a) Vendor Website

Within thirty (30) days from the effective date of the CTSA, Vendor will establish and maintain a website specific to the service offerings under the CTSA which is clearly distinguishable from other, non-TEX-AN NG CTSA offerings at Vendor's website. The website must include: the services offered, service specifications, CTSA documents and exhibits, CTSA pricing, Service Level Agreement information, contact information for Vendor, instructions for obtaining quotes and placing Purchase Orders. The Vendor's website shall list the DIR CTSA number, reference the DIR TEX-AN NG Contract program, display the DIR logo, and contain a link to the DIR website for the CTSA. All websites are subject to the prior review and approval of DIR.

- (b) Accurate and Timely CTSA Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

(c) Website Compliance Checks

Periodic compliance checks of the information posted for the CTSA on Vendor's website will be conducted by DIR. CTSA

(d) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to CTSA information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

(e) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing CTSA information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the CTSA, and shall not be disseminated to third parties or used for other marketing purposes. The CTSA constitutes a public document under the laws of the State and Vendor shall not restrict access to CTSA terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

(f) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the CTSA.

Article 4. Vendor Personnel Management.

Section 4.01 Qualifications, retention and replacement of Vendor employees.

Vendor agrees to maintain the organizational and administrative capacity and capabilities to carry out all Vendor duties and responsibilities, including providing and supporting the Services, under this CTSA. The personnel Vendor assigns to perform the duties and responsibilities under this CTSA will be properly trained and qualified for the functions they are to perform. Vendor does not warrant the quality of training for which the State is responsible. Notwithstanding transfer or turnover of its personnel, or of its agents' or Subcontractors' personnel, Vendor remains obligated to perform all duties and responsibilities, including providing and supporting the Services, without degradation and in accordance with the terms of this CTSA.

Section 4.02 Responsibility for Vendor personnel.

- (a) Under no circumstances will Vendor's employees, agents and Subcontractors be considered employees of DIR or the State, but will be considered Vendor's employees, agents or Subcontractors for all purposes.
- (b) Except as expressly provided in this CTSA, neither Vendor nor any of Vendor's employees, agents or Subcontractors may act in any sense as agents or representatives of DIR or the State of Texas.

- (c) Vendor's employees, agents or Subcontractors shall be paid exclusively by Vendor for all Services performed. Vendor is responsible for and must comply with all requirements and obligations related to such employees, agents or Subcontractors under local, State or Federal law, including minimum wage, social security, unemployment insurance, State and Federal income tax and workers' compensation obligations.
- (d) Vendor assumes sole and full responsibility for its acts and the acts of its employees, agents and Subcontractors relating to the performance of this CTSA.
- (e) Vendor agrees that any claim on behalf of any person arising out of employment, alleged employment, agency or subcontracts (including, but not limited to, claims of discrimination against Vendor, its officers, or its agents or its Subcontractors) are the sole responsibility of Vendor and are not the responsibility of DIR or any Customer, and that Vendor will indemnify and hold harmless the State from any and all such claims asserted against the State, DIR or any Customer. Vendor understands that any person who alleges a claim arising out of employment, alleged employment, agency, or subcontract by Vendor (including, but not limited to, claims of discrimination against Vendor, its officers, or its agents or its Subcontractors) will not be entitled to any compensation, rights, or benefits from DIR (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

Section 4.03 Cooperation with DIR, other TEX-AN NG Vendors, and Customers.

- (a) Cooperation with DIR on cost avoidance and performance measures.

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the CTSA. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of Services sold under the CTSA. The report shall contain: Service description, list price, Price to Customer or Rate To DIR under the CTSA, and pricing from three (3) alternative contract sources under which Customers are eligible to procure the Services. Additionally, Vendor shall promptly provide DIR with all other CTSA performance related information that assists FIR is reporting the other performance measures for which it is responsible.

- (b) Cooperation with Customers.

Vendor must ensure that Vendor employees, agents and Subcontractors will cooperate with DIR and Customers at no charge to DIR for purposes relating to the administration of the TEX-AN NG Program including, but not limited to the following purposes:

- (1) The investigation and prosecution of fraud, abuse, and waste in the TEX-AN NG Program;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Services under this CTSA or other delivery of information to DIR or Customers' investigators or legal staff.

Section 4.04 Conduct of and responsibility for Vendor employees.

- (a) While performing the Services, Vendor's employees, agents and Subcontractors must:
 - (1) Comply with applicable State, DIR and Customer rules, and regulations and DIR's requests regarding personal and professional conduct generally applicable to the Service locations, including, but not limited to, conforming to all phys-

ical security standards and requirements, as required given the Service location; and

- (2) Otherwise conduct themselves in a businesslike and professional manner.
- (b) If DIR determines, in its sole and absolute discretion, that a particular employee, agent, or Subcontractor is not conducting him/herself or itself in accordance with this *Section 4.04*, DIR may provide Vendor with notice and documentation concerning such conduct. Upon receipt of such notice, Vendor must promptly investigate the matter and take appropriate action that may include:
 - (1) Removing the employee, agent or Subcontractor from Service delivery under this CTSA;
 - (2) Providing DIR with written notice of such removal; and
 - (3) Replacing the employee, agent or Subcontractor with a similarly qualified individual acceptable to DIR, in its sole and absolute discretion, in the case of Key Personnel and Subcontractors.
- (c) Vendor shall replace any employee, agent or Subcontractor who is not adequately performing assigned responsibilities or who, as mutually determined by the Parties, after consultation with Vendor, is unable to work effectively with DIR staff or Customer staff. In such event, Vendor will provide replacement employee(s), agent(s), or Subcontractor(s) with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of Key Personnel will be subject to consultation with the Vendor and mutual agreement of the Parties. The Parties will work together in the event of any such required replacement so as not to disrupt Service delivery under the CTSA. Other than in instances when DIR determines, in its sole and absolute discretion, that removal must be handled immediately to avoid imminent harm to the TEX-AN NG Program or safety to others, DIR and Vendor will provide written notice and cooperate with the other entity in a manner intended to minimize staff turnover and the adverse impact any requested removal may have on the Services. Nothing in this CTSA will prevent Vendor from replacing employees not identified as Key Personnel.
- (d) Vendor agrees that anyone used by Vendor to fulfill the terms of this CTSA is an employee, agent or Subcontractor of Vendor and remains under Vendor's sole direction and control.
- (e) Vendor agrees to be responsible for the following with respect to its employees, agents or Subcontractors:
 - (1) Damages incurred by Vendor's employees, agents or Subcontractors within the scope of their duties under this CTSA; and
 - (2) Determination of the hours to be worked and the duties to be performed by Vendor's employees, agents or Subcontractors.

Section 4.05 Responsibility for Subcontractors.

- (a) Vendor remains fully responsible for obligations, services, and functions performed by its Subcontractors to the same extent as if such obligations, services, and functions were performed by Vendor's employees or agents and for purposes of this CTSA such work will be deemed work performed by Vendor. DIR may request in writing and the Parties will mutually determine a replacement of any Subcontractor found to be unacceptable in accordance with *Section 4.04*.
- (b) Vendor must not disclose Confidential Information of DIR, a Customer or the State to a Subcontractor unless and until such Subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of Vendor under this CTSA.

- (c) Vendor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an Affiliate of Vendor, that will perform subcontracting services under this CTSA. The Vendor agrees that it is the sole point of contact for DIR with regard to all matters under this CTSA, including any matters with respect to Vendor's Subcontractors.
- (d) Vendor shall not change a Subcontractor prior to submitting for DIR's approval, in its sole and absolute discretion, a revised HUB Subcontracting Plan. Only upon DIR's approval of a revised HUB Subcontracting Plan may Vendor proceed with replacement of a Subcontractor.

Section 4.06 DIR's ability to contract with Subcontractors.

- (a) Vendor is permitted to secure from its employees performing Services for the TEX-AN NG Program and under this CTSA covenants not to compete with a term of not more than one year from the date of termination of employment (whether in employment agreements or other contractual arrangements). Other than as provided in the preceding sentence, Vendor may not limit or restrict, through a covenant not to compete, employment agreement or other contractual arrangement, DIR's ability to contract with former employees of Vendor who performed Services under this CTSA.
- (b) Vendor may secure from its employees, agents and Subcontractors, agreements preventing use or disclosure of Vendor's Confidential Information, and agreements preventing such employees, agents and Subcontractors from soliciting Vendor's employees and Customers and their employees.
- (c) Vendor shall secure from its Subcontractors performing Services covenants not to compete with Vendor with respect to the award of the particular Services for which Subcontractor was engaged to perform under the Subcontract. With the exception of termination for convenience, the covenant not to compete will be coterminous with the CTSA. In the event DIR terminates the CTSA for convenience, the covenant not to compete may continue for a term of not more than one year from the date of termination of the Subcontract.

Section 4.07 Security of Premises, Equipment, Data, and Personnel.

Vendor may, from time to time during the performance of the CTSA, have access to the premises, Equipment, software and other property, including data, files and/or materials (collectively referred to as "data") belonging to DIR or Customers. Vendor will use its commercial best efforts to preserve the safety, security, and the integrity of the premises, Equipment, data and other property of DIR or Customer, in accordance with the instruction of DIR or Customers. Vendor will be responsible for damage to DIR or Customer's equipment, software, workplace, and its contents, when such damage is caused by Vendor's employees, agents or Subcontractors.

Section 4.08 Background and/or Criminal History Investigation.

Prior to commencement of any Services, background and/or criminal history investigation of certain of the Vendor's employees, agents and Subcontractors who will be involved in the provision of Services to DIR under the CTSA, or to Customers under a TEX-AN NG Customer Services Agreement, may be performed by DIR or certain Customers per Section 411.1405 of the Texas Government Code, having legislative authority to require such investigations. Should any employee, agent, or Subcontractor of the Vendor who will be involved in the provision of Services to DIR under the CTSA, or to a Customer under a Customer Services Agreement, not be acceptable to DIR or Customer, in their sole and absolute discretion, as a result of the background and/or criminal history check, then DIR or Customer, in their sole and absolute discretion, may immediately require replacement of the employee, agent or Subcontractor in question.

Article 5. Governing Law and Regulations.

Section 5.01 Governing law and venue.

This CTSA is governed by the laws of the State without regard to conflict of laws principles, and interpreted in accordance with Texas law. Provided Vendor first complies with the procedures set forth in *Section 11.10 Dispute Resolution*, proper venue for a claim arising from this CTSA will be in a State court in Travis County, Texas.

Section 5.02 Vendor responsibility for compliance with laws and regulations.

- (a) Vendor is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including, but not limited to, all State and Federal telecommunications laws, tax laws, State and Federal employment and immigration laws, State and Federal regulatory requirements, and licensing provisions.
- (b) Vendor is responsible for ensuring each of its employees, agents, or Subcontractors who are involved in the provision of Services under this CTSA are legally eligible to work in the State and the United States, properly licensed, certified, and/or have proper permits to perform any activity related to the Services.
- (c) Vendor warrants that the Services comply with all applicable Federal, State, County and Municipal laws, regulations, codes, ordinances, guidelines, and policies. Vendor will indemnify DIR and any Customer from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with Vendor's failure to comply with or violation of any Federal, State, and County and Municipal law, regulation, code, ordinance, or policy.

Section 5.03 Compliance with Immigration laws.

Vendor shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of 1996 Act , who will perform any labor or services under this CTSA.

Section 5.04 Equal Opportunity Compliance.

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including Federal or State laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States will, on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any TEX-AN NG Program or activity performed by Vendor under this CTSA. If Vendor is found by DIR, in its sole and absolute discretion, any regulator with jurisdiction over Vendor's Services, or a court of competent jurisdiction to not be in compliance with these requirements during the term of this CTSA, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its non-discriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

Section 5.05 Historically Underutilized Business (HUB) Program.

Vendor shall comply with Chapter 2161, Texas Government Code in the provision of Services under this Contract. Vendor's HUB Subcontracting Plan is incorporated into the

CTSA as *Exhibit I*. Vendor shall comply with the HUB Program Rules for reporting HUB subcontractor participation in the CTSA and for changing the HUB Subcontracting Plan throughout the Term.

Article 6. Service Levels and Performance Measurement.

Section 6.01 Performance measurement.

Satisfactory performance of this CTSA will be measured by:

- (a) Adherence to this CTSA, including all representations, warranties and covenants;
- (b) Compliance with Project work plans, schedules, and milestones as mutually agreed in accordance with the TEX-AN NG Customer Services Agreements;
- (c) Delivery of the Services in accordance with the Service Level Agreements agreed to in *Exhibit D Performance Management*;
- (d) Results of audits performed by DIR or its representatives in accordance with *Article 8*;
- (e) Timeliness, completeness, and accuracy of required reports agreed to in *Exhibit F Reporting*; and
- (f) Achievement of other performance measures developed by Vendor and DIR and as modified from time to time by written agreement.

Article 7. Amendments.

Section 7.01 Amendments.

- (a) Adjustments to *Exhibit C, Attachment C-1* initiated by either Party.

The process for submitting, reviewing and approving/disapproving and appealing proposed adjustments or recommendations for changes to any element contained in *Exhibit C, Attachment C-1*, upon mutual agreement, shall be in accordance with *Article 3* of *Exhibit C* to the CTSA. The Parties desire to develop and implement an electronic fast-track system for the continuous improvement of the Rates To DIR and Prices available to the Customers under the CTSA, without reliance on a formal amendment process. A mutually agreed upon change to the contents of *Exhibit C*, approved in accordance with *Article 3* of *Exhibit C*, shall be considered an approved amendment of the CTSA for all purposes.

- (b) Amendments and modifications resulting from changes in law or contract and as mutually agreed.

Except for changes subject to *Section 7.01 (a)* above, this CTSA may be amended by mutual written agreement of the Parties if changes in Federal or State laws, rules, regulations, policies, guidelines, or circumstances affect the performance of the Services, provisions need to be added or amended within the CTSA, or as otherwise agreed to in writing by the Parties. The Parties developed appropriate procedures for amending or modifying the CTSA in the *CTSA Article 7 Contract Amendments*.

- (c) Modifications resulting from imposition of remedies.

This CTSA may be modified under the terms of *Article 11 Remedies and Disputes* of this *Exhibit B*.

Section 7.02 Required compliance with amendment procedures.

No different or additional Services will be authorized or performed except pursuant to amendment of this CTSA that is executed in compliance with the CTSA. No waiver of any term, covenant, or condition of this CTSA will be valid unless executed by both Parties. Vendor will not be entitled to payment for any Services that are not authorized by this CTSA or a properly executed amendment to the CTSA, authorized through the express written (including electronic signature) authorization of DIR and Vendor.

Article 8. Audit and Financial Compliance.**Section 8.01 Financial record retention and audit.**

Vendor agrees, and shall cause its agents and its Subcontractors to agree, to maintain supporting financial information and documents that are adequate to ensure compliance with this CTSA, and are sufficient to ensure the accuracy and validity of Monthly Consolidated Invoices to DIR and direct billing to Customers for certain direct sales transactions. Vendor agrees, and shall cause its agents and Subcontractors to agree, to maintain and retain such documents, including all original forms, records and associated documentation, for a period of four (4) years after the date of submission of the final billing or until the resolution of all litigation, claims, financial management reviews or audits pertaining to this CTSA, whichever is longer.

Section 8.02 Access to records, books, and documents.

- (a) Upon 30 days notice by DIR, Vendor must provide, and cause its agents and its Subcontractors to provide, the officials and/or entities identified in this *Section 8.02* with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of this CTSA and any TEX-AN NG Customer Service Agreements. Any access to facilities will be during normal working hours and subject to the security requirements of the facilities.
- (b) Vendor and its agents and its Subcontractors must provide the access described in this *Section 8.02* upon DIR's request. This request may be for the following purposes:
 - (1) Audit;
 - (2) Investigation;
 - (3) Contract administration; or
 - (4) The making of copies.
- (c) Reasonable access required must be provided to the following officials and/or entities with prior written notice:
 - (1) Any Independent Verification and Validation contractor or quality assurance contractor, when acting on behalf of DIR;
 - (2) The Office of the State Auditor or its designee;
 - (3) A State or Federal law enforcement agency;
 - (4) A special or general investigating committee of the Texas Legislature or its designee; and
 - (5) Any auditor or other entity identified by DIR.
- (d) Vendor agrees, and will require its agents and its Subcontractors to agree, to provide reasonable access with prior written notice described wherever Vendor maintains such books, records, and supporting documentation. Vendor further agrees, and will require its agents and its Subcontractors to agree, to provide such access in reason-

able comfort and to provide any furnishings, Equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this *Section 8.02*.

- (e) Subject to Vendor's compliance with the State Auditor's rights as authorized in Section 2262.003, Texas Government Code, DIR does not object to Vendor's request that any auditor, inspector or other entity identified by the State under this CTSA that requires access to Vendor's Confidential Information will be required to execute a confidentiality agreement protecting the confidentiality of Vendor's information, in form reasonably satisfactory to Vendor.

Section 8.03 State Auditor's Office Audit.

In addition to and without limitation on the other audit provisions of this CTSA, pursuant to Section 2262.003, Texas Government Code, acceptance of funds under the CTSA by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor, and its agents and its Subcontractors, agree to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the CTSA. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

Section 8.04 Audits of Services, Deliverables and inspections.

- (a) Upon notice from DIR, Vendor will provide, and will cause its agents and its Subcontractors to provide, such auditors and inspectors as DIR may from time to time designate, with access to:
 - (1) Vendor, agent and Subcontractor service locations, facilities, or installations; and
 - (2) Vendor, agent and Subcontractor Software and Equipment.
- (b) Vendor must provide, and shall cause its agents and its Subcontractors to provide, as part of the Services, any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

Section 8.05 Response/compliance with audit or inspection findings.

- (a) Vendor must take action to ensure its employees', agents' or Subcontractors' compliance with or correction of any finding of non-compliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services or any other Deficiency contained in any audit, review, or inspection conducted under this *Article 8*. This action will include Vendor's delivery to DIR, for DIR's approval, a Corrective Action Plan in accordance with *Section 11.02(c)* that addresses Deficiencies identified in any audit(s), review(s), or inspection(s) within ten calendar days of the close of the audit(s), review(s), or inspection(s).
- (b) Vendor must bear the expense of compliance with any finding of noncompliance under this *Section 8.05*.
- (c) As part of the Services, Vendor must disclose to DIR, upon DIR's request, and will include in its Subcontracts a requirement that each of its Subcontractors will disclose upon request, a copy of those portions of its internal audit reports relating to the Services.

Section 8.06 Audit of telecommunications fees and surcharges, Rates To DIR, Prices and certifications filed pursuant to Section 3.04 of the CTSA.

- (a) Vendor will provide, and will cause its agents and its Subcontractors to provide, to DIR and its designees access to such financial records and supporting documentation reasonably requested by DIR to audit telecommunications fees and surcharges, Rates To DIR, Prices for direct sales transaction Customers and any certifications filed pursuant to Section 3.04 of the CTSA.
- (b) In addition to its monthly review and payment of Monthly Consolidated Invoices under the CTSA, DIR may audit the applicable telecommunications fees and surcharges, Rates To DIR, Prices to direct sales transaction Customers and any certifications filed under Section 3.04 of the CTSA to determine that such telecommunications fees and surcharges, Rates To DIR, Prices to direct sales transaction Customers and any certifications filed pursuant to Section 3.04 of the CTSA are accurate and in accordance with this CTSA.
- (c) Results of an audit of a certification filed pursuant to Section 3.04 of the CTSA shall be implemented in accordance with Section 3.04(b). If, as a result of any other audits listed in Section 8.06 (b) above, DIR determines that Vendor has overcharged the State, DIR will notify Vendor in writing of the amount of such overcharge, and provide to the Vendor the work papers supporting such position. Vendor will promptly pay to DIR the undisputed amount of the overcharge, plus interest as calculated in accordance with Chapter 2251, Texas Government Code, for late payments, and the Parties will use good faith efforts to resolve any disputed amounts as soon as practicable. In the event such audit reveals an overcharge of five percent (5%) or more to DIR which is not disputed and is in excess of five percent (5%) of the total invoiced amounts for all products and services for such period, Vendor will reimburse DIR for the reasonable cost of this audit.

Article 9. Terms and Conditions of Vendor Billing and DIR and Customer Payment.**Section 9.01 Monthly Consolidated Invoice to DIR.**

The Vendor shall provide DIR with a Monthly Consolidated Invoice which includes all Services provided by the Vendor to DIR, at the Rates To DIR and with any applicable telecommunications fees and surcharges as allowed by this CTSA, in electronic format, with the ability to batch load. All such Monthly Consolidated Invoices shall conform to the standards as set forth in *Exhibit F, Attachment F-17, Billing Plan*.

Section 9.02 Invoices for direct sales transactions to Customers.

The Vendor shall provide to each direct sales transaction Customer a monthly Invoice for the direct sales transaction Services provided to such Customer, in electronic format, at the Prices (Rates To DIR plus CRF) and with any applicable telecommunications fees and surcharges as allowed by this CTSA.

Section 9.03 Limitations on the right to Bill.

The Vendor shall not submit a bill for any Services prior to the SOCN date which is 2 business days after the order completion. The completion date controls the start and stop of the services billed. Vendor shall stop billing one day after the order completion date.

Section 9.04 Telecommunications fees and surcharges and taxes.

- (a) If there are applicable FCC, PUC or other authorized telecommunications fees and surcharges in effect as of the date of this CTSA which may appear on billings to Cus-

tomers, they are disclosed in the appropriate section per Service in *Exhibit C* to the CTSA. Any additional FCC, PUC or other authorized telecommunications fees and surcharges applicable to any Service may only be imposed during the Term, upon a written amendment to authorize such imposition under the CTSA. Vendor acknowledges that certain Customers that are political subdivisions of the State, are exempt from the imposition and collection of certain State telecommunications fees, including the Texas Universal Service Fund Charge and the Texas Infrastructure Fund assessment. In addition, State agency Customers have additional exemptions from State telecommunications fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Texas Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC, PUC or other proper authority and which are otherwise not applicable to the Services and for which Vendor has requested and received valid exemption certificates from Customers. Vendor agrees to promptly correct any incorrect billings of telecommunications fees and surcharges that occur. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are “assistance organizations.” Vendor must request and receive any exemption certificates that may apply from each assistance organization directly.

- (b) During the Term, all changes in the law or fee structures, which creates or authorizes Vendor to impose an unlisted telecommunications fees and surcharges on the Services, which Vendor desires to impose, shall require an amendment in order to be effective against the State, DIR and Customers. In the event of a change in the law or telecommunications fees and surcharges structures, which results in an exemption from payment in favor of the State, DIR and/or Customers, Vendor shall give effect to the exemption without the necessity of an amendment hereto based on the presentation of valid exemption certificates or other notice being provided to Vendor.
- (c) Vendor acknowledges that certain Government Entity Customers are exempt from state sales, use and excise taxes, Section 151.309, Texas Tax Code, and Federal Excise Tax, 26 USC Sections 4253 (i) and (j). Vendor further acknowledges that State agency Customers are exempt from the assessment and collection of sales taxes imposed by political subdivisions of the State. See Sections 321.208 (municipalities) and 323.207 (counties), Texas Tax Code. The Government Entity Customers shall issue a tax exemption certificate upon request to Vendor. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are “assistance organizations.” Vendor must request and receive any exemption certificates that may apply from each assistance organizations directly.

Section 9.05 Reserved.

Section 9.06 Expenses.

Except as provided in this CTSA with respect to Rates To DIR, Prices to direct sales transaction Customers, and authorized telecommunications fees and surcharges, all other expenses incurred by Vendor in connection with its provision of the Services will not be paid by DIR or Customer unless agreed upon by DIR or Customer in writing. Vendor hereby waives any and all claims for additional compensation related to the Services except as set forth in *Exhibit C* hereto.

Section 9.07 Dispute Handling and Adjustments

- (a) A billing inquiry is any question or issue about a Monthly Consolidated Invoice that may lead to a billing Dispute. It is DIR’s responsibility to validate Vendor Monthly Consolidated Invoices each month. During that process, billing inquiries will arise, and the Vendor shall support DIR by timely answering or responding to billing inquiries. The Vendor shall respond within one Business Day of receipt of the billing inquiry.

- (b) DIR has the right to file a billing Dispute. The Vendor shall investigate, report on and use reasonable business efforts to resolve Disputes within 60 calendar days that involve less than or equal to \$15,000 and within 90 calendar days for disputes that involve amounts greater than \$15,000. This time frame starts with the submission of the Dispute by DIR and ends with the satisfactory resolution of the Dispute. When warranted, Vendor shall issue Billing Adjustment(s) within 2 billing periods of resolution. DIR may require a revised Monthly Statement that does not contain the disputed item(s). Vendor shall allow non-payment by DIR for the disputed amount until there is a Dispute Resolution, as allowed by Chapter 2251, Texas Government Code.
- (c) Direct sales transaction Customers shall have the same rights as DIR under *Section 9.07, Subsection (a) and (b)* above, for the Invoices they receive for direct sales transactions.
- (d) If DIR or a direct sales transaction Customer disputes payment of all or any portion of an Invoice from the Vendor, DIR or the direct sales transaction Customer, respectively, will notify Vendor of such Dispute and the Parties, either DIR and Vendor or the direct sales transaction Customer and Vendor, as appropriate, will attempt in good faith to resolve the dispute in conformance with Chapter 2251, Texas Government Code. DIR and the direct sales transaction Customer will not be required to pay any disputed portion of a Vendor invoice. Notwithstanding any such Dispute, the Vendor must continue to perform the Services in compliance with the terms of this CTSA pending resolution of Disputes so long as all undisputed amounts continue to be paid to Vendor.

Section 9.08 Billing Adjustments

- (a) A billing Adjustment is a modification or correction of a billing amount of an element of a Service or a SLA Credit. Billing Adjustments may be made on both recurring and non-recurring charges, and are used to settle Disputes and financial discrepancies.
- (b) Vendors shall include in its Monthly Consolidated Invoice to DIR or its Invoices to direct sales transaction Customers, the following minimum items as billing Adjustments:
 - (1) Correction of a billing error discovered by Vendor, DIR or the direct sales transaction Customer, as appropriate;
 - (2) Back-billing;
 - (3) SLA Credits; and
 - (4) Any other elements Vendor considers Adjustments as set forth in its *Billing Plan, Exhibit F, Attachment F-17* hereto.
- (c) The Vendor shall resolve all Disputes by any one of the three following approaches:
 - (1) Issue a proposed Dispute resolution for the full amount;
 - (2) Provide evidence acceptable to DIR or the direct sales transaction Customer, as appropriate that the disputed amount will be reduced; or
 - (3) Provide evidence acceptable to DIR or the direct sales transaction Customer, as appropriate, that the Dispute is not valid.
- (d) For all Disputes, the Parties shall mutually agree to a resolution before issuing a billing Adjustment.

Section 9.09 Back-billing and POP moves.

- (a) Rates To DIR or Prices to direct sales transaction Customers for Services inadvertently left off previous Monthly Consolidated Invoices or direct Invoices by the Vendor shall be back-billed no more than 120 calendar days for usage and 120 calendar

days for circuits (however, in no case may the back-billing include a time period prior to the delivery of the SOCN). Pursuant to PUC Rule 26.27, a six month limit from the date of discovery of an error applies to back-billing of all billed Services. Back-billing shall be included in the Adjustments.

- (b) Vendor Initiated Point of Presence location moves for standard services shall not adversely affect the existing Rates To DIR and/or Prices to direct sales transaction Customers for a Service while under a term commitment. Vendor shall provide DIR and affected Customer(s) no less than sixty (60) days advance written notice of the amount of an adverse change when a Vendor initiated Point of Presence location move will result in an adverse change to Rates to DIR and/or Prices to direct sales transaction Customers.

Section 9.10 Liability for taxes, insurance and indemnification.

- (a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR WILL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDORS', AGENTS' AND SUBCONTRACTORS' EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS TEX-AN NG COMMUNICATIONS TECHNOLOGY SERVICES AGREEMENT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS WILL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. DIR AND/OR THE STATE WILL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.
- (b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS DIR, ALL CUSTOMERS, THE STATE AND/OR EACH OF THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS IN THEIR PERFORMANCE UNDER THIS TEX-AN NG COMMUNICATIONS TECHNOLOGY SERVICES AGREEMENT. VENDOR WILL BE LIABLE TO PAY ALL REASONABLE COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES AND OUT OF POCKET EXPENSES. THE DEFENSE WILL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

Section 9.11 Independent Contractor status.

Vendor will perform the Services under this CTSA as an independent contractor and not as an agent or as a representative of DIR.

Section 9.12 No additional consideration.

Vendor, its agents and its Subcontractors will not be entitled to nor receive from DIR any additional consideration, compensation, salary, wages, or any other type of remuneration for Services rendered under this CTSA, except as set forth in *Exhibit C*. Specifically, Vendor will not be entitled by virtue of this CTSA to any consideration in the form of overtime,

health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever. In addition, all costs associated with transportation, delivery, and insurance relating to the Vendor's, agents' or Subcontractors' performance of this CTSA will be paid for by the Vendor.

Section 9.13 Additional Terms of Payment.

- (a) Payments due by DIR or Customers under this CTSA, or a TEX-AN NG Customer Services Agreement will be made as follows:
 - (1) Customers who are Government Entities will make payments in accordance with the Texas Prompt Payment law, Texas Government Code, Chapter 2251.
 - (2) Customers who are either private institutions of higher education or assistance organizations (as both are described in the definition of "Customer" in Section 21 to Exhibit A ("Definitions")) will make payment within 30 days after the date of the invoice. Such Customers will reimburse Vendor for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. In addition, Vendor may charge such Customers with late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.
- (b) All checks remitted in payment of amounts due hereunder will refer to the invoice number. Restrictive endorsements or other statements on checks are void.

Section 9.14 Payments for Services.

During the term of this CTSA, Vendor will receive funds in consideration for the Services, calculated in accordance with *Exhibit C*. Payment for Disentanglement Services will be in accordance with the Disentanglement Plan agreed to between the Parties, in accordance with *Section 11.06 Payment and other provisions at CTSA termination, subsection (d)*.

Section 9.15 Reporting of direct sales transactions and payment to DIR of CRFs.

- (a) Reporting Responsibility.
 - (1) Vendor shall be responsible for reporting all direct sales transaction Services purchased under the CTSA. Vendor shall file the monthly reports, subcontract reports, and pay the CRFs in accordance with the due dates specified in this *Section 9.15*.
 - (2) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, compliance checks of Vendor's applicable CTSA books and records in accordance with terms and conditions of *Article 8*.
- (b) Detailed Monthly Report.

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR, upon mutual agreement, showing the dollar volume of any and all direct sales transaction Services sold under the CTSA for the previous month period. The Parties have agreed to data and formats, to include detailed data for quotes, orders, trouble tickets, billing, Service Level Agreements and network monitoring and formats to include email, delimited flat file and web services XML. Reports shall be submitted to the DIR E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the thirtieth (30th) calendar day of the month after the close of the previous month period. The monthly report shall include, per direct sales transaction: the detailed direct

transaction sales for the period, Customer name, Invoice date, Invoice number, Description, quantity, unit Price, extended Price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per direct sales transaction or the report will be rejected and returned to the Vendor for correction in accordance with this *Section 9.15*.

(c) Historically Underutilized Businesses Subcontract Reports.

- (1) Vendor shall electronically provide each direct sales transaction Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the CTSA, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
- (2) Reports shall be due in accordance with the CPA rules governing the HUB program.

(d) CRFs.

- (1) The CRFs shall be paid by Vendor to DIR for each direct sales transaction under the CTSA. The CRF per direct sales transaction Service is specified in the CTSA at *Exhibit C*. Payment of the CRFs shall be due on the thirtieth (30th) calendar day after the close of the previous month period.
- (2) Vendor shall reference the CTSA contract number on any remittance instruments.

(e) Accurate and Timely Submission of direct sales transaction sales Reports.

- (1) The direct sales transaction sales reports and CRFs paid shall be accurate and timely and submitted in accordance with the due dates specified in this Section. Vendor shall correct any inaccurate reports or CRF payments within five (5) Business Days upon written notification by DIR. Vendor shall deliver any late reports or late CRF payments within five (5) Business Days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or CRF payments or deliver late reports and CRF payments within five (5) Business Days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval, in its sole and absolute discretion.
- (2) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and CRF payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in *Section 8.04* of this *Exhibit B*, at Vendor's expense.

Article 10. Disclosure and Confidentiality of Information.

Section 10.01 Confidentiality.

- (a) Vendor shall, and Vendor shall cause its agents and its Subcontractors to, treat all information that is obtained through performance of the Services under this CTSA, including, information relating to DIR, Customers and Authorized End Users of the TEX-AN NG Program as Confidential Information to the extent that confidential treatment is provided under State and Federal law, regulations, or administrative rules.
- (b) Vendor is responsible for understanding the degree to which information obtained through performance of this CTSA is confidential under State and Federal law, regulations, or administrative rules. Vendor is responsible for causing its agents and

Subcontractors to understand the degree to which information obtained through performance of the CTSA is confidential under State and Federal law, regulations, or administrative rules.

- (c) Vendor shall, and cause its employees, agents and Subcontractors to, not use any information obtained through performance of this CTSA in any manner except as is necessary to the proper discharge of obligations and securing of rights under this CTSA. In addition, Vendor will only disclose that information to its employees, agents, and Subcontractors on a need-to-know basis.
- (d) Vendor must have systems in effect to protect all records and all other documents deemed Confidential Information that are maintained in connection with the Services. Any disclosure or transfer of Confidential Information by Vendor, including information required by DIR, will be in accordance with applicable State and Federal law, regulations, or administrative rules. If the Vendor receives a request for information deemed to be Confidential Information, the Vendor will immediately notify DIR of such request, and will make best efforts to protect such information from public disclosure.
- (e) In addition to the requirements expressly stated in this *Section 10.01*, Vendor must comply with any policy, rule, or requirement of DIR that relates to the safeguarding or disclosure of information relating to the TEX-AN NG Program recipients, Vendor's operations, or Vendor performance of this CTSA. A copy of such policy, rule or requirement will be provided to Vendor upon request.
- (f) In the event of the expiration or termination of this CTSA for any reason all Confidential Information of a Party, disclosed to, and all copies thereof made by, the other Party will be returned to the disclosing Party or, and to the extent authorized by applicable record retention laws and policies, at the disclosing Party's option, erased or destroyed. The recipient of the Confidential Information will provide the disclosing Party certificates evidencing such erasure or destruction. Notwithstanding anything in this CTSA to the contrary, the Vendor may retain safeguarded (and encrypted if Sensitive Personal Information as defined under the laws of the State is included) copies of the following records and data it receives or prepares during or in connection with the TEX-AN NG Program and CTSA, to comply with the record keeping requirements of *Section 8.01* and for archival and defense purposes:
 - (1) Supporting financial information and documents that are adequate to ensure CTSA compliance and are sufficient to ensure the accuracy and validity of Vendor Invoices;
 - (2) Financial information, records and reports;
 - (3) Transaction logs;
 - (4) Vendor's customer database data files;
 - (5) Human resources documentation;
 - (6) Audit reports;
 - (7) Operational reporting (e.g. security logs, security metrics reporting/audits, and relevant network reports/logs); and
 - (8) Data for the TEX-AN NG Program and CTSA and its applications, including maintenance log files, uptime log files, relevant network access log files, and other required analytics.
- (g) The obligations in this Section will not restrict any disclosure by a Party pursuant to any order of a court or government agency, including the Public Information Division of the Office of the Texas Attorney General, or as otherwise authorized to be revealed by law provided that the disclosing Party will give prompt written notice to the

non-disclosing Party of such order or other authorization to the extent practicable and not prohibited by law, governmental authority or legal process.

- (h) With the exception of Confidential Information of Customers, Confidential Information of a Party will not be afforded the protection of this CTSA if such data was:
 - (1) Already known to the receiving Party without restrictions at the time of its disclosure by the furnishing Party;
 - (2) Independently developed by the receiving Party without reference to the furnishing Party's Confidential Information;
 - (3) Rightfully obtained by the other Party without restriction from a third party after its disclosure by the furnishing Party;
 - (4) Publicly available other than through the fault or negligence of the other Party; or
 - (5) Released without restriction to anyone.
- (i) DIR will require its agents and Subcontractors to comply with the terms of this *Section 10.01* as it relates to Vendor Confidential Information. Subject in all cases to *Section 10.01(g)*, DIR will not disclose Vendor Confidential Information to its agents or contractors who are direct competitors of Vendor. Prior to disclosing Vendor Confidential Information to other Vendors, DIR will obtain approval from Vendor, whose consent to use will not be unreasonably withheld or delayed, and an executed confidentiality agreement from the anticipated recipient of such Vendor Confidential Information in a form acceptable to Vendor.

Section 10.02 Disclosure of DIR's and Customers' Confidential Information.

- (a) The Parties will report any and all unauthorized disclosures or uses of either Party's Confidential Information that may have been disclosed in an unauthorized manner. The Parties acknowledge that any publication or disclosure of either Party's Confidential Information to another party may cause immediate and irreparable harm to either Party and may constitute a violation of State or Federal laws. If the Parties should publish or disclose such Confidential Information to another party without authorization, the affected Party will immediately be entitled to seek injunctive relief or any other remedies to which it is, or they are, entitled under law or equity without requiring a cure period as described in *Article 11*.
- (b) Vendor will require its agent(s) and/or its Subcontractor(s), to comply with the terms of this *Article 10*.

Section 10.03 Requests for public information.

- (a) Vendor acknowledges that DIR and some of the Customers are subject to the Public Information Act (Chapter 552, Texas Government Code). Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Office of the Texas Attorney General concerning the Public Information Act. DIR agrees that it will promptly notify Vendor of each request for disclosure of public information filed in accordance with the Public Information Act that requests any of the Vendor's Confidential Information, including data to which Vendor has a proprietary or commercial interest. DIR will deliver all copies of such requests for public information to Vendor in accordance with Chapter 552, Texas Government Code.
- (b) With respect to any information that is the subject of a request for disclosure, Vendor is solely responsible for and required to demonstrate to the Office of Texas Attorney General the specific reasons why the requested information is confidential or otherwise exempted from required public disclosure under the Public Information Act. Vendor will provide DIR with copies of all such communications.

- (c) To the extent authorized under the Public Information Act, DIR agrees to safeguard from disclosure information received from Vendor that the Vendor believes to be Confidential Information. Vendor must clearly mark all information for which it believes an exception from public disclosure exists under the Public Information Act as Confidential Information or provide written notice to DIR that it considers the information to be Confidential Information.
- (d) Under the terms of the CTSA, DIR may provide Vendor with information related to Customers, Authorized End Users and/or the TEX-AN NG Program. Vendor will not re-sell or otherwise distribute or release any such information to any party in any manner without DIR's, the Customer's or the Authorized End User's, as appropriate, express written consent (which consent shall be in their sole and absolute discretion), unless such disclosure is required by law or pursuant to *Section 10.01(g)* herein.

Section 10.04 Unauthorized acts.

Each Party agrees to:

- (a) Notify the other Party promptly of any unauthorized possession, use, or knowledge, or any unauthorized attempt to possess, use or gain knowledge, of any Confidential Information by any person or entity that may become known to it;
- (b) Promptly furnish to the other Party full details of the unauthorized possession, use, or knowledge, or any unauthorized attempt to possess, use or gain knowledge, and use reasonable efforts to assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information. For DIR the reasonable efforts to assist Vendor shall be subject to and limited by the Texas Public Information Act and any other applicable laws; and
- (c) Cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights. For DIR the reasonable efforts to assist the Vendor shall be subject to and limited by the Texas Public Information Act and any other applicable laws.

Section 10.05 Legal action.

Vendor shall provide prompt written notice to DIR and/or Customer of Vendor's intent to file any legal action with respect to any unauthorized possession, use or of any attempt to possess, use or gain knowledge of DIR and/or Customers' Confidential Information and DIR (and/or Customers, as applicable) shall have the right to participate in any such action.

Article 11. Remedies and Disputes.

Section 11.01 Understanding and expectations.

The remedies described in this *Article 11* contemplate Vendor's timely and responsive performance of the Services in accordance with all the terms of this CTSA, and to the creation of a flexible and responsive relationship between the Parties. Notwithstanding the foregoing, DIR reserves the right to proceed with all remedies available to it when such action would be in the best interest of the State. Billing Disputes are governed by Section 9 of these Terms and Conditions.

Section 11.02 Tailored remedies.

- (a) Understanding of the Parties.

Vendor agrees and understands that DIR may pursue tailored contractual remedies for noncompliance with this Contract in the event Vendor does not comply with the non-operational, contract management obligations. At any time and at its sole and absolute discretion, except as agreed upon by the Parties in Exhibit D (“Performance Management”) and as otherwise expressly provided in this *Article 11*, DIR may impose or pursue one remedy for each item of noncompliance and will determine remedies on a case-by-case basis. DIR’s pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that DIR may have at law or equity, including, but not limited to, the remedies set forth in *Section 11.03* below. Except as agreed upon by the Parties in Exhibit D (“Performance Management”) and as otherwise expressly provided in this *Article 11*, prior to imposing any remedy, DIR will provide notice to the Vendor of the Deficiency, and such notice shall include a reasonable cure period in accordance with *Section 11.02 (b)*, or as specified elsewhere in this CTSA.

(b) Notice and opportunity to cure for Deficiencies.

- (1) Within ten calendar days (or another date approved by DIR) of Vendor's receipt of written notice of a Deficiency, Vendor shall provide DIR a written response that:
 - (A) Explains the reasons for the Deficiency, Vendor's plan to address or cure the Deficiency, and the date and time by which the Deficiency will be cured; or
 - (B) If Vendor disagrees with DIR's findings, its reasons for disagreeing with DIR's findings.
- (2) Vendor's proposed cure of a Deficiency is subject to the approval of DIR, in its sole and absolute discretion. Vendor's repeated commission of Deficiencies or repeated failure to resolve any such Deficiencies may be regarded by DIR as a Material Breach and entitle DIR to pursue any other remedy provided in this CTSA or any other appropriate remedy DIR may have at law or equity.

(c) Notice and opportunity to cure for Material Breach.

- (1) DIR will notify Vendor in writing of any Material Breach.
- (2) Vendor will, within ten calendar days (or another date approved by DIR) of receipt of written notice of a Material Breach, provide DIR a detailed written corrective action plan to correct or resolve such Material Breach (a Corrective Action Plan).

The Corrective Action Plan must provide:

- (A) A detailed explanation of the reasons for the cited Material Breach;
 - (B) Vendor's assessment or diagnosis of the cause of the Material Breach; and,
 - (C) A specific proposal to cure or resolve the Material Breach promptly and completely.
- (3) Vendor shall submit the Corrective Action Plan by the deadline set forth in DIR's notice of Material Breach. The Corrective Action Plan is subject to approval or modification by DIR, in its sole and absolute discretion.
- (4) DIR will notify Vendor in writing of DIR's final disposition of the Corrective Action Plan. If DIR accepts Vendor's proposed Corrective Action Plan, DIR may:
 - (A) Condition such approval on completion of tasks in the order or priority that DIR may prescribe;
 - (B) Disapprove portions of Vendor's proposed Corrective Action Plan; or

- (C) Require additional or different Corrective Action Plan(s).
- (5) At any time during this process, DIR reserves the right, in its sole and absolute discretion, to:
 - (A) Suspend all, or part of, this CTSA; or
 - (B) Issue a written Stop Marketing Order which prohibits Vendor from further marketing the Services during investigation of the alleged Material Breach and pending corrective action, if necessary, by Vendor, or a decision by DIR to terminate the CTSA for Cause. DIR may delay the implementation of the Stop Marketing Order if it affects the completion of any of the Services in accordance with a Customer's and/or Authorized End Users' approved schedule under a TEX-AN NG Customer Services Agreement.
- (6) DIR's acceptance of a Corrective Action Plan under this *Section 11.02* will not:
 - (A) Excuse Vendor's prior Material Breach(es) and/or Deficiencies;
 - (B) Relieve Vendor of its duty to comply with performance standards; or
 - (C) Prohibit DIR from assessing additional tailored remedies or pursuing other appropriate remedies for continued Deficiencies or Material Breaches.
- (d) Administrative remedies.
 - (1) At its sole and absolute discretion, DIR may impose one of the following remedies for each Deficiency and/or Material Breach, and will determine the scope and severity of the remedy on a case-by-case basis:
 - (A) Assess Credits in accordance with the terms of this CTSA;
 - (B) Conduct accelerated monitoring of Vendor including more frequent or more extensive monitoring by DIR or its agents;
 - (C) Require additional, more detailed, marketing and/or performance reports to be submitted by Vendor;
 - (D) Decline to extend this CTSA and/or approve any or all new TEX-AN NG Customer Service Agreements or renew of any or all TEX-AN NG Customer Service Agreements; and/or
 - (E) Terminate this CTSA in accordance with *Section 11.03*, provided, however, that the right to terminate hereunder shall be limited to those instances where:
 - 1) The Deficiency constitutes a Material Breach;
 - 2) DIR gives Vendor written notice of such Material Breach and specifies a reasonable cure period; and
 - 3) Vendor does not cure the Material Breach within the applicable cure period.
 - (2) DIR will provide notice to Vendor of the imposition of an administrative remedy in accordance with this *Section 11.02*, with the exception of accelerated monitoring, which may be unannounced. DIR may require Vendor to file a written response in accordance with this *Section 11.02*.
- (e) DIR Credits.
 - (1) Vendor acknowledges that with respect to matters covered by Exhibit D ("Performance Management"), DIR shall be entitled to assess Credits for such Deficiencies. DIR reserves the right, in its sole and absolute discretion, to waive all or part of any Credits, provided that all such waivers must be in writing, contain

the reasons for the waiver, and must be signed by an authorized executive of DIR.

- (2) The Credits prescribed in Exhibit D (“Performance Management”) are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of DIR’s projected Damages resulting from Deficiencies.
- (3) In accordance with *Exhibit D Performance Management*, DIR may elect, in its sole and absolute discretion, to collect Credits:
 - (A) through direct assessment and demand for payment delivered to Vendor; or
 - (B) by deduction of amounts assessed as Credits as set-off against payments then due to Vendor for the Services or that become due at any time after assessment of the Credits. DIR will make deductions until the full amount payable by the Vendor is received by the State.

(f) Equitable Remedies.

- (1) Vendor acknowledges that DIR, the Customers and the State would be irreparably harmed by any Material Breach and that money Damages alone will not provide an adequate remedy therefore. Upon occurrence of a Material Breach or a threatened Material Breach, DIR, for and on behalf of the Customers and the State, shall be entitled to seek immediate injunctive or other equitable relief, without the necessity of proving actual Damages. Such remedy shall not be deemed to be DIR’s exclusive remedy for a Material Breach, but shall be in addition to all other remedies available to DIR at law or in equity.
- (2) If a court of competent jurisdiction finds that Vendor has committed an uncured Material Breach (or attempted or threatened to commit a Material Breach), Vendor agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate injunctive order compelling performance by Vendor and restraining it from committing any further Material Breaches (or attempted or threatened Material Breaches).

(g) Suspension of CTSA by DIR.

- (1) In addition to its rights under *Section 11.02 (c) (5)* and in Exhibit D (“Performance Management”), DIR may suspend performance of all or any part of this CTSA if DIR has reason to believe that Vendor, its agents and/or its Subcontractors, have committed, assisted in the commission of, or failed to take appropriate action concerning fraud, malfeasance or misfeasance concerning this CTSA and, if DIR, in its sole and absolute discretion, believes that the suspension is necessary to prevent material loss or material damages to the State, and the portion of the CTSA being suspended
 - (A) has a direct relationship to the alleged fraud, malfeasance or misfeasance concerning this CTSA; or
 - (B) DIR determines that suspension of this CTSA in whole or in part is convenient or in the best interests of the State or the TEX-AN NG Program.
- (2) DIR will notify Vendor in writing of its intention to suspend this CTSA in whole or in part and of the facts or matter leading to such decision.

(h) Suspension of Customer Service or Service Component by Vendor.

DIR and/or Customer, as appropriate will ensure that the Site at which Vendor installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. “Hazardous Materials” means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use,

transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. In the event Vendor encounters Hazardous Materials at the Site where Vendor is to install, maintain or provide Services and determines that such Materials present an unsuitable and unsafe working environment at the Site, Vendor will immediately notify DIR and the affected Customer in writing of that determination along with detail sufficient to enable DIR and the affected Customer to be fully informed as to the basis for Vendor's determination. In addition, Vendor may, at its sole option after provision of such notification, suspend performance of affected Services at that Site until the Hazardous Materials have been removed and remediated, at DIR's or the affected Customer's expense in accordance with applicable law.

Section 11.03 Termination of CTSA.

Prior to the Expiration Date, this CTSA may be terminated in whole or in part for any of the following reasons:

- (a) Termination by mutual agreement of the Parties.

This CTSA may be terminated by mutual agreement of the Parties. Such agreement must be in writing.

- (b) Termination in the best interest of the State.

DIR may terminate this CTSA on 30 days prior written notice to Vendor, without penalty to or other liability on DIR, at any time when, in its sole discretion, DIR determines that termination is in the best interests of the State. The termination will be effective on the date specified in DIR's notice of termination. Notwithstanding the foregoing, Purchase Orders for products and services that either include a term commitment or minimum purchase commitment, issued by Customer prior to the termination of the CTSA, shall survive such termination.

- (c) Termination for non-appropriation of funds.

- (1) DIR, in its capacity as a direct Customer to Vendor.

All Purchase Orders under this CTSA are subject to termination, either in whole or in part, without penalty to DIR or the State, as a result of non-appropriation of State funds allocated to DIR. DIR is a State agency whose authority and appropriations are subject to actions of the Texas Legislature and appropriate State executive officers, and whose lack of funds from State sources is subject to governmental action. If DIR becomes subject to a legislative, executive or other appropriate governmental body change, revocation of statutory authority, lack of appropriated funds which ceases to fund DIR's participation under the CTSA beyond the then-current budget period, Purchase Orders under this CTSA will be terminated by DIR, either in whole or in part, under this *Section 11.03 (c)(1)*, without penalty to, or other liability of DIR and the State. DIR will make a commercially reasonable effort to provide at least thirty (30) Business Days prior notice to Vendor of any non-appropriation of State funds that would entitle DIR to terminate pursuant to this *Section 11.03 (c)(1)*.

- (2) DIR, on behalf of Customers, in its capacity pursuant to Chapter 2170, Texas Government Code.

Vendor and DIR agree that when DIR is acting in its capacity pursuant to Chapter 2170, Texas Government Code, it acts and issues Purchase Orders under this CTSA on behalf of Customers. All Purchase Orders under this CTSA is subject to termination, in whole or in part, without penalty to DIR, the State or any affected Customer, as a result of non-appropriation of Customer funds. Customers under this CTSA are state agencies and local governmental entities whose appropriations are subject to actions of the respective governing bodies

for such government Customers. If a Customer(s) becomes subject to an act of non-appropriation of funds which ceases to fund Customer(s) participation under this CTSA beyond the then-current budget period, the Customer(s) participation under a Purchase Order under this CTSA will be terminated by DIR, on behalf of such Customer(s), either in whole or in part, under this *section 11.03 (c)(2)*, without penalty to, or other liability of DIR, the State or the Customer(s) subject to the act of non-appropriation of funds. DIR will make a commercially reasonable effort to provide written notice to Vendor within ten (10) Business Days of DIR's receipt of notice of non-appropriation from a Customer that would entitle DIR to terminate pursuant to this *Section 11.03 (c)(2)*. Customers that are assistance organizations under Section 2170.004 (6), Texas Government Code and private institutions of higher education under Section 2170.004 (5), Texas Government Code do not have the authority to terminate their respective participation under the CTSA by reason of an act of non-appropriation.

- (3) Notwithstanding any termination pursuant to this Section 11.03(c), the applicable Purchase Orders shall remain in effect until the end of the then-current budget period.

(d) Termination for Cause by DIR.

Subject to the applicable notice and cure provisions in *Section 11.02 (c)*, DIR reserves the right to terminate this CTSA, in whole or in part, without recourse, upon Vendor's Material Breach including but not limited to the following conditions (each a Cause):

(1) Failure to adhere to laws, rules, ordinances, or orders.

- (A) DIR may terminate this CTSA upon making a determination, in its sole and absolute discretion, that Vendor failed to adhere to any laws, ordinances rules, regulations, or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Vendor's duties under this CTSA.
- (B) DIR may terminate this CTSA if a court of competent jurisdiction finds Vendor failed to adhere to any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Vendor's duties under this CTSA.

(2) Breach of confidentiality.

DIR may terminate this CTSA if Vendor breaches *Article 10* or confidentiality laws with respect to the Services provided under this CTSA.

(3) Termination for gifts and gratuities.

- (A) DIR may terminate this CTSA following its determination that Vendor, its employees, agents or Subcontractors have either offered or given any Thing of Value to an officer or employee of DIR, a Customer or the State in violation of State law. DIR may terminate this CTSA following a determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given a Thing of Value to an officer or employee of DIR, a Customer or the State in violation of State law.
- (B) Vendor must include a similar provision to that in *Section 11.03(d)(3)(A)* above, in each TEX-AN NG Customer Service Agreement and all Subcontracts and will enforce this provision against an agent or a Subcontractor who has offered or given any Thing of Value to any of the persons

- or entities described in this *Section 11.03(d)*, whether or not the offer or gift was in Vendor's behalf.
- (C) Termination of a Subcontract by Vendor pursuant to this provision will not be a cause for termination of this CTSA unless:
- (1) Vendor fails to replace such terminated Subcontractor within a reasonable time; and
 - (2) Such failure constitutes Cause as described in this *Section 11.03*.
- (D) For purposes of this Section, a Thing of Value means any item of tangible or intangible property that has a monetary value of more than fifty dollars (\$50.00) and includes, but is not limited to, cash, food, lodging, entertainment, and charitable contributions. The term does not include contributions to holders of public office or candidates for public office who are paid and who reports such payments in accordance with State or Federal law.
- (4) Termination for insolvency.
- (A) DIR may terminate this CTSA if Vendor:
- (1) Files for bankruptcy;
 - (2) Becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it which are not dismissed within 90 calendar days from the date of filing;
 - (3) Makes an assignment for the benefit of all or substantially all of its creditors; or
 - (4) Enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.
- (B) Vendor agrees to pay for all expenses of DIR including the cost of counsel, incident to:
- (1) The enforcement of payment of all obligations of the Vendor by any action or participation in, or in connection with a case or proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, or any successor statute;
 - (2) A case or proceeding involving a receiver or other similar officer duly appointed to handle the Vendor's business; or
 - (3) A case or proceeding in a State court initiated by DIR when previous collection attempts have been unsuccessful.
- (5) Prohibited Vendor's List.
- DIR has the absolute right to terminate this CTSA, without recourse, in the event that:
- (A) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control, or
- (B) Vendor becomes suspended or debarred from doing business with the Federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration, or

- (C) Vendor is found by DIR to be ineligible to hold this Contract under Sub-section (b) of Section 2155.006, Texas Government Code.

Vendor will be provided written notice in accordance with *Article 11*, of intent to terminate.

- (e) Termination for Cause by Vendor.

Vendor has the right to terminate or suspend provision of an affected Service or Service component with respect to a Customer that is either a private institution of higher education or an assistance organization (as both are described in the definition of “Customer” in Section 21 to Exhibit A (“Definitions”)) upon thirty (30) days prior written notice (or such other timeframe as is reasonably practicable under the circumstances) to DIR and the affected Customer (i) if such Customer (A) commits a fraud upon Vendor; (B) utilizes the Service to commit a fraud upon another party; (C) unlawfully uses the Services; (D) abuses or misuses Vendor’s network of Service; or (E) materially interferes with another customer’s use of Vendor’s network of Service; or (ii) if such Customer fails to pay undisputed charges due for the affected Service or Service component, provided such failure continues unremedied for 30 days after receipt of notice.

Section 11.04 Effective date of termination.

Termination pursuant to *Section 11.03* will be effective as of the date specified in the notice of termination.

Section 11.05 Extension of termination effective date.

Any termination date pursuant to Section 11.03 may be extended upon mutual agreement of the Parties.

Section 11.06 Payment and other provisions at CTSA termination.

- (a) If DIR terminates this CTSA, DIR will pay Vendor within 30 Business Days of the effective date of termination (or as soon as practical thereafter taking into account appropriation and fund accounting requirements) any undisputed amounts due and third party costs associated with all completed, approved, and accepted Services as of the effective date of termination.
- (b) DIR further agrees to negotiate in good faith with Vendor to equitably adjust and settle any accrued or outstanding liabilities and third party costs associated with a Service which:
 - (1) Is due or delivered prior to or upon termination of this CTSA; and
 - (2) Has been provisioned and is capable of use by DIR, a Customer and/or Authorized End User or the State, notwithstanding its status as not having been Accepted.
- (c) Vendor must provide DIR all reasonable access to records, facilities, and documentation as is required to efficiently and expeditiously close out the Services under this CTSA.
- (d) Vendor must prepare a Disentanglement Plan, which is acceptable to and approved by DIR, in its sole and absolute discretion. Implementation of such Disentanglement Plan will begin upon final approval by DIR.
- (e) *Sections 11.06 (a) and (b)* shall only be applicable to Services, time and materials, and third party costs associated with work performed under the CTSA and/or TEX-AN NG Customer Service Agreements, if otherwise allowed hereunder.

- (f) For all other Rates To DIR and Prices for direct sales transaction Services as set forth in *Exhibit C*, DIR or direct sales transaction Customers, as appropriate, will pay for all Services provided as of the effective termination date. *Article 9 Terms and Conditions of Vendor Billing and DIR and Customer Payment*, shall govern the billing and payment for Services under this *Section 11.06*.
- (g) If DIR and/or Customer terminates a Service or Service Component prior to the date DIR and/or Customer's obligation to pay for Services begins, then DIR or Customer (whichever is the recipient of the Services) will reimburse Vendor for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (h) If DIR terminates this CTSA or Service Component for a material breach, or if Vendor terminates a Service pursuant to Section 14.01(b) Infringement Indemnification provision, or if Vendor withdraws a Service for any reason other than for cause, or if DIR terminates due to non-appropriations or funding, then DIR will not be liable for the termination charges set forth in subsection (j)(i) below.
- (i) If a direct sales transaction Customer terminates its relationship with Vendor under this CTSA, in whole or in part for material breach, or if Vendor terminates a Service pursuant to Section 14.01(b) Infringement Indemnification provision, or if Vendor withdraws a direct sales transaction Service for any reason other than cause, or if direct sales transaction Customer terminates due to non-appropriations or funding, then the direct sales transaction Customer will not be liable for the termination charges set forth in subsection (j)(ii) below.
- (j) (i) If DIR terminates a Service or Service Component other than as set forth in subsection (h) above, or Vendor terminates an affected Service or Service Component for DIR's Material Breach, DIR will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, DIR will pay 100% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule, plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination. "Minimum Payment Period" shall be the lesser of one year or the term of a Service or Service Component specified in the applicable Purchase Order, unless both parties agree in writing to a longer Minimum Payment Period for a specific Service or Service Component that requires special construction (i.e. services that require Vendor to incur significant capital expenditures to provide).
- (ii) If a direct sales transaction Customer terminates a direct sales transaction Service or a direct sales transaction Service Component other than as set forth in subsection (i) above, or Vendor terminates as affected direct sales transaction Service or direct sales transaction Service Component for direct sales transaction Customer's Material Breach, the direct sales transaction Customer will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, the direct sales transaction Customer will pay 100% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated direct sales transaction Service or direct sales transaction Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule, plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

- (k) The termination charges set forth in subsection (j) above will not apply if a terminated Service Component, either direct sales transaction or otherwise, is replaced with an upgraded Service Component at the same time, but only if (a) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (b) the upgrade is not restricted in the applicable Service Publication.

Section 11.07 Amendment of CTSA in the event of remedies.

DIR may propose an amendment of this CTSA in connection with the imposition of a remedy under this *Article 11*. Any amendments offered pursuant to this *Section 11.07* must be reasonable, limited to the matters causing the exercise of a remedy, and in writing. Vendor must negotiate such proposed amendments in good faith.

Section 11.08 Disentanglement assistance.

Upon receipt of notice of full or partial termination of this CTSA by DIR, Vendor will use commercially reasonable efforts to provide all Disentanglement assistance reasonably necessary to enable DIR and/or its designee to effectively close out this CTSA and transition the Services and Customers to another TEX-AN NG Vendor as provided in the Disentanglement Plan.

Section 11.09 Reserved.

Section 11.10 Dispute resolution.

- (a) General agreement of the Parties.

The Parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any Dispute under this CTSA. The Parties express their mutual commitment to using all reasonable and informal means of resolving Disputes prior to invoking a remedy provided elsewhere in this *Article 11*.

- (b) Duty to negotiate in good faith.

Any Dispute that in the judgment of any Party to this CTSA may materially or substantially affect the performance of any Party will be reduced to writing and delivered to the other Party. The Parties must then negotiate in good faith and use reasonable efforts to resolve such dispute and the Parties will not resort to pursuing further remedies unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within ten Business Days.

- (c) Claims for breach of CTSA.

- (1) *General requirement.* As required by and in accordance with Chapter 2260, Texas Government Code, Vendor's claim for breach of this CTSA must be resolved in accordance with the dispute resolution process established by DIR.

- (2) *Negotiation of claims.* The Parties expressly agree that the Vendor's claim for breach of this CTSA that the Parties cannot resolve in the ordinary course of business or through the use of all reasonable and informal means will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Texas Government Code.

The Parties expressly agree that the Vendor's compliance with Chapter 2260, Subchapter B, Texas Government Code, is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, Texas Government Code.

- (3) *Contested case proceedings.* The contested case process provided in Chapter 2260, Subchapter C, Texas Government Code, will be Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of the CTSA by DIR if the Parties are unable to resolve their disputes under *Subsection (c)(2)* of this Section. The Parties expressly agree that compliance with the contested case process provided in Chapter 2260, Subchapter C, Texas Government Code, is a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107, Texas Civil Practices & Remedies Code. Neither the execution of this CTSA by DIR nor any other conduct of any representative of DIR relating to this CTSA shall be construed as or be considered a waiver of the State's sovereign immunity.
- (4) *DIR rules.* The submission, processing and resolution of Vendor's claim is governed by the rules adopted by DIR pursuant to Chapter 2260, Texas Government Code, found at Title 1, Chapter 201, Texas Administrative Code.
- (5) *Vendor's duty to perform.* Neither the occurrence of an event constituting an alleged breach of contract nor the pending status of any claim for breach of contract is grounds for the suspension of performance, in whole or in part, by Vendor of any duty or obligation with respect to the performance of Services under this CTSA and all TEX-AN NG Customer Service Agreements. Any changes to this CTSA as a result of a Dispute Resolution will be implemented in accordance with *Exhibit B, Article 7, Amendments and modifications.*

Section 11.11 Liability of Vendor.

- (a) Subject to Section 15.03, Exhibit B of the CTSA, Vendor bears all risk of loss or damage due to:
 - (1) Defects in Services;
 - (2) Unfitness or obsolescence of Services; and
 - (3) The negligence or intentional misconduct of Vendor or its employees, agents, or Subcontractors;
- (b) In addition to its obligations of indemnification under Sections 4.02 ("Responsibility for Vendor Personnel"), 5.02(e) ("Vendor Responsibility for Compliance with Laws and Regulations"), 9.10(a) ("Liability for Taxes, Insurance and Indemnification"), and 14.01 ("Infringement Indemnification"), Vendor shall indemnify and hold harmless the State, DIR and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, Subcontractors, or suppliers of Subcontractors in the execution or performance of the CTSA, a TEX-AN NG Customer Services Agreement and any Purchase Orders issued under the Contract; provided, however, that with respect to Vendor's failure (including the failure of Vendor's agents, employees, Subcontractors, or suppliers of Subcontractors) to deliver Services per the SLA specified in Exhibit D which result in a Credit being paid by Vendor as specified in that Exhibit, such Credits (and not the indemnification set forth in this Section 11.11(b)) will apply. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED (I) BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL FOR DIR AND FOR TEXAS STATE AGENCY CUSTOMERS, (II) BY CUSTOMER'S LOCAL COUNSEL FOR CUSTOMERS THAT ARE POLITICAL SUBDIVISIONS (INCLUDING COUNTIES, MUNICIPALITIES, OR DISTRICTS) AND (III) BY VENDOR'S LEGAL COUNSEL FOR CUSTOMERS THAT ARE EITHER PRIVATE INSTITUTIONS OF HIGHER EDUCATION OR ASSISTANCE ORGANIZATIONS (AS BOTH ARE

DESCRIBED IN THE DEFINITION OF “CUSTOMER” IN SECTION 21 TO EXHIBIT A (“DEFINITIONS”). IN ADDITION, IN CASES WHERE EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL IS COORDINATING THE DEFENSE (UNDER SECTION 11.11(B)(I)) OR LOCAL COUNSEL IS COORDINATING THE DEFENSE (UNDER SECTION 11.11(B)(II)), VENDOR WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT VENDOR’S EXPENSE, BUT VENDOR AGREES NOT TO INTERFERE WITH EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL’S OR LOCAL COUNSEL’S (AS THE CASE MAY BE) MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. IN CASES WHERE VENDOR IS COORDINATING THE DEFENSE, THE AFFECTED CUSTOMER WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT CUSTOMER’S EXPENSE, BUT CUSTOMER AGREES NOT TO INTERFERE WITH VENDOR’S MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. NOTWITHSTANDING THE FOREGOING, VENDOR DOES NOT WAIVE ANY DEFENSES UNDER TEXAS LAW.

- (c) Vendor will ship all Equipment, if any, related to the provision of Services under this CTSA and any TEX-AN NG Customer Service Agreements entered into pursuant hereto, freight prepaid, FOB DIR’s or Customer’s destination or other designated location. The method of shipment will be consistent with the nature of the Equipment and hazards of transportation. Regardless of FOB point, Vendor agrees to carry adequate freight insurance and bear all risks of loss, damage, or destruction of Equipment, in whole or in part, ordered hereunder that occurs prior to written Acceptance, except loss or damage attributable to DIR’s or Customer’s fault or negligence; and such loss, damage, or destruction will not release Vendor from any obligation hereunder. After written Acceptance, the risk of loss or damage will be borne by DIR or the Customer, as appropriate, except loss or damage attributable to Vendor’s fault or negligence.

Article 12. Assurances and Certifications

Section 12.01 Conflicts of interest.

- (a) Representation.

Vendor agrees to comply with applicable State and Federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this CTSA. Vendor warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this CTSA.

- (b) General duty regarding conflicts of interest.

Vendor will establish safeguards to prohibit employees, agents, and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Vendor will, and Vendor shall cause its agents and Subcontractors, to operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this CTSA. Vendor has disclosed, in its Response to the RFO, any existing conflicts of interest, including any situations that create an appearance of a conflict of interest. Vendor has also disclosed the current or past employment of former state employees within 12 years of the date of its Response to the RFO, under the terms of the disclosure requirement contained in the RFO.

Section 12.02 Organizational conflicts of interest.**(a) Definition.**

An organizational conflict of interest is a set of facts or circumstances, a relationship, or other situation under which Vendor, agent or Subcontractor has past, present, or currently planned personal or financial activities or interests that either directly or indirectly:

- (1) Impairs or diminishes Vendor's, agent's or Subcontractor's ability to render impartial or non-discriminatory Services to DIR and the Customers; or
- (2) Provides the Vendor, agent or Subcontractor an unfair competitive advantage in the Procurement and future DIR procurements.

(b) Warranty.

Except as otherwise disclosed and approved by DIR prior to the Effective Date of this CTSA, Vendor warrants that, as of the Effective Date and to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest affecting this CTSA. Vendor affirms that it has neither given, nor shall give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the Procurement process or in connection with the Procurement process except as allowed under relevant State and Federal law.

(c) Continuing duty to disclose.

- (1) Vendor agrees that, if after the Effective Date, Vendor discovers or is made aware of an organizational conflict of interest, Vendor will immediately and fully disclose such interest in writing to DIR. In addition, Vendor must promptly disclose any relationship that might be perceived or represented as a conflict after its discovery by Vendor or by DIR as a potential conflict. DIR reserves the right, in its sole and absolute discretion, to make a final determination regarding the existence of conflicts of interest, and Vendor agrees to abide by DIR's decision.
- (2) The disclosure will include a description of the action(s) that Vendor has taken or proposes to take to avoid or mitigate such organizational conflicts of interest.

(d) Remedy.

If DIR determines that an organizational conflict of interest exists, DIR may, at its sole discretion, terminate the CTSA. If DIR determines that Vendor was aware of an organizational conflict of interest before the award of this CTSA under the Procurement and did not disclose the conflict in its Response to the RFO, such nondisclosure will be considered a Material Breach. Furthermore, the facts and circumstances related to such Material Breach may be submitted to the Office of the Texas Attorney General, Texas Ethics Commission, or appropriate State or Federal law enforcement officials for further action.

(e) Flow down obligation.

Vendor must include the provisions of this *Section 12.02* in all agent agreements and Subcontracts for work to be performed similar to the Services provided by Vendor under this CTSA, and the terms CTSA, Vendor, and project manager modified appropriately to preserve the State's rights against such agents and Subcontractors.

Section 12.03 DIR personnel recruitment prohibition.

Vendor has not retained or promised to retain any agent, Subcontractor, person, or company, or utilized or promised to utilize an agent, or a Subcontractor that participated in

DIR's development of specific criteria of this CTSA or who participated in the Procurement that resulted in the selection of the Vendor for this CTSA.

Vendor will not recruit or employ any DIR professional or technical personnel who have worked on Projects relating to the subject matter of this CTSA, or who have had any influence on decisions affecting the subject matter of this CTSA, for two (2) years following the expiration and/or termination of this CTSA.

Section 12.04 Anti-kickback provision.

Vendor certifies that it will comply with the Anti-Kickback Act of 1986, 41 USC §51-58 and Federal Acquisition Regulation 52.203-7.

Section 12.05 Debt or back taxes owed to the State.

In accordance with Section 403.055, Texas Government Code, Vendor agrees that any payments due to Vendor under this TEX-AN NG Communications Technology Services Agreement will be first applied toward any debt and/or back taxes Vendor owes the State. Vendor further agrees that payments will be so applied until such debts and back taxes are paid in full.

Section 12.06 Outstanding debts and judgments.

Vendor certifies that it is not presently indebted to the State, and that Vendor is not subject to an outstanding judgment in a suit by the State against Vendor for collection of the balance. For purposes of this Section, an indebtedness is any amount sum of money that is due and owing to the State and is not currently under dispute. A false statement regarding Vendor's status will be treated as a Material Breach.

Section 12.07 Antitrust.

In submitting a Response, and in executing this CTSA, Vendor certifies to the best of its knowledge and belief and agrees as follows:

- (a) Neither Vendor, nor agent, nor Subcontractor, nor the person represented by the Vendor, nor any person acting for the represented person has:
 - (1) violated the antitrust laws codified by Sections 15.01, *et seq.*, Texas Business & Commerce Code or the Federal antitrust laws; or
 - (2) directly or indirectly communicated the Response associated with this CTSA to a competitor or other person engaged in the same line of business.
- (b) Vendor hereby assigns to DIR any and all claims for overcharges associated with products and services provided to DIR and Customers under this Contract, against its suppliers arising under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* (1973), as amended, and the antitrust laws of the State, Sections 15.01, *et seq.*, Texas Business & Commerce Code.

Section 12.08 Agency Executive.

Under Texas Government Code, Section 669.003, relating to contracting with an executive of a state agency, Vendor represents that no employee, consultant, officer or director of Vendor, or any other person involved with Vendor, has, in the past four years, served as an executive of DIR, or any other State agency, was involved with or has any interest in the RFO or any CTSA resulting from the RFO. If Vendor employs or has used the services of a former executive head of DIR or other State agency, then Vendor shall provide DIR the following information concerning such individual: Name of former executive, name of State agency, date of separation from State agency, position with Vendor, and date of employment with Vendor.

Section 12.09 Deceptive Trade Practices; Unfair Business Practices.

Vendor to the best of its knowledge represents and warrants that neither Vendor nor any of its Subcontractors has been the subject of allegations of Deceptive Trade Practices violations under Chapter 17, Texas Business & Commerce Code, or allegations of any unfair business practice in any administrative hearing or litigation and that Vendor has not been found to be liable for such practices in such proceedings. Vendor to the best of its knowledge, represents and warrants that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit.

Article 13. Representations, Warranties and Covenants.**Section 13.01 Authorization.**

Vendor hereby represents and warrants the following:

- (a) The execution, delivery and performance of this CTSA has been duly authorized by Vendor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Vendor to enter into this Contract and perform its obligations under this CTSA.
- (b) Vendor has obtained all licenses, assignments, certifications, permits, and authorizations necessary to perform the Services under this CTSA and currently is in good standing with all regulatory agencies that regulate any or all aspects of Vendor's performance of Services under this CTSA. Vendor will maintain all required certifications, licenses, permits, and authorizations during the term of this CTSA.

Section 13.02 Ability to perform.

Vendor warrants that it has the financial resources to fund the expenditures required to provide the Services under this CTSA without advances by DIR or assignment of any payments by DIR to a financing source.

Section 13.03 Workmanship and performance.

- (a) All Services provided under this CTSA will be provided in a manner consistent with the standards of quality as outlined in this CTSA.
- (b) All Services must meet or exceed the required levels of performance specified in or pursuant to this CTSA, and will meet or exceed DIR's Goals and Objectives, as set forth in the RFO, Section 1.3.
- (c) Vendor shall, and shall cause its agents and Subcontractors to, perform the Services in a workmanlike manner, in accordance with best practices and high professional standards consistent with applicable industry standards used in well-managed operations performing Services similar to the Services awarded in this CTSA.

Section 13.04 Compliance with agreement.

Vendor agrees to provide written notice to DIR of any action substantially or materially inconsistent with any of the terms and conditions set forth in this CTSA.

Section 13.05 Infringement and misappropriation.

Vendor represents, warrants and covenants that the Services provided by Vendor will not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on copyright, patent, trade secret, or other Intellectual Property rights. DIR agrees that the sole remedy for any breach of the foregoing is the indemnification set forth

in *Section 14.01* (“Infringement Indemnification”) below. Vendor agrees that it shall take reasonable efforts to include the indemnity provision or substantially similar language as provided for in *Section 14.01(a)* into its Subcontracts, in which Subcontractors participate in the development or delivery of the Services or Software.

Section 13.06 Limited Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS CTSA, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, VENDOR MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER).

Article 14. Intellectual Property.

Section 14.01 Infringement Indemnification.

- (a) VENDOR WILL, AT ITS EXPENSE, INDEMNIFY, AND HOLD HARMLESS DIR AND THE CUSTOMERS, THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AND AGENTS FROM AND AGAINST ANY LOSSES, LIABILITIES, DAMAGES, PENALTIES, COSTS, FEES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES AND EXPENSES, FROM ANY CLAIM OR ACTION AGAINST DIR AND/OR CUSTOMERS THAT IS BASED ON A CLAIM OF BREACH OF THE WARRANTY SET FORTH IN *SECTION 13.05* OF THE CONTRACT, DIR AND/OR CUSTOMERS WILL PROMPTLY NOTIFY VENDOR IN WRITING OF THE CLAIM, PROVIDE VENDOR A COPY OF ALL INFORMATION RECEIVED BY DIR AND/OR CUSTOMERS WITH RESPECT TO THE CLAIM, AND COOPERATE WITH VENDOR IN DEFENDING OR SETTLING THE CLAIM. THE DEFENSE WILL BE COORDINATED (i) BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL FOR DIR AND TEXAS STATE AGENCY CUSTOMERS, (ii) BY CUSTOMER’S LOCAL COUNSEL FOR CUSTOMERS THAT ARE POLITICAL SUBDIVISIONS (INCLUDING COUNTIES, MUNICIPALITIES, OR DISTRICTS), AND (iii) BY VENDOR’S LEGAL COUNSEL FOR CUSTOMERS THAT ARE EITHER PRIVATE INSTITUTIONS OF HIGHER EDUCATION OR ASSISTANCE ORGANIZATIONS (AS BOTH ARE DESCRIBED IN THE DEFINITION OF “CUSTOMER” IN SECTION 21 TO EXHIBIT A (“DEFINITIONS”)). IN ADDITION, IN CASES WHERE EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL IS COORDINATING THE DEFENSE (UNDER SECTION 14.01(A)(I)) OR LOCAL COUNSEL IS COORDINATING THE DEFENSE (UNDER SECTION 14.01(A)(II)), VENDOR WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT VENDOR’S EXPENSE, BUT VENDOR AGREES NOT TO INTERFERE WITH EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL’S OR LOCAL COUNSEL’S (AS THE CASE MAY BE) MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. IN CASES WHERE VENDOR IS COORDINATING THE DEFENSE, THE AFFECTED CUSTOMER WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT CUSTOMER’S EXPENSE, BUT CUSTOMER AGREES NOT TO INTERFERE WITH VENDOR’S MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT.
- (b) If any Service, or part thereof, that is the subject of an action described in *Section 14.01(a)*, is held to constitute an infringement or misappropriation, or the use thereof

is enjoined or restricted or if a proceeding appears to Vendor to be likely to be brought with respect there to, Vendor will, at its own expense, either:

- (1) Procure for DIR and/or the affected Customer the right to continue using the Services; or
- (2) Modify or replace the Services to comply with the specifications in the CTSA, if any, and to not violate any Intellectual Property rights.

If Vendor does not believe that either of the foregoing alternatives is commercially reasonable, Vendor will provide DIR with written notice regarding same in which event Vendor and DIR will agree upon an alternative approach which may include termination of the affected Service.

Section 14.02 Exceptions.

Vendor is not responsible for any claimed breaches of the warranties set forth in *Section 14.01* to the extent caused by:

- (a) Content submitted to the Service by DIR or a Customer (or their respective Affiliates or End Users); or
- (b) Modifications made to the Service in question by any party other than Vendor or its agents or Subcontractors, or by Vendor working at the direction of DIR and/or Customer and/or their agents and in accordance with another vendors' specifications; or
- (c) The combination, operation, or use of the Service with other items if Vendor did not supply or approve for use with the item; or
- (d) Vendor's adherence to written specifications provided by DIR and/or Customers (or their respective Affiliates); or
- (e) Use of the Service in violation of this CTSA; or
- (f) DIR's and/or Customer's failure to use any new or corrected versions of the Service made available or provided by Vendor.

Section 14.03 Rights in data.

- (a) DIR, Customers or Vendor will be and remain the owner of all data made available by DIR, Customers or Vendor pursuant to the CTSA. Vendor will not use DIR or Customer data for any purpose other than providing the Services, nor will any part of DIR or Customer data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties (other than with respect to providing the Services) or commercially exploited by or on behalf of Vendor, nor will any employee of Vendor other than those on a strictly need to know basis have access to DIR or Customer data. DIR or Customer will not disclose Vendors data to any third party nor will any employee of DIR or Customer, other than those on a strictly need to know basis, have access to Vendor's data. Vendor will not possess or assert any lien or other right against DIR or Customer data. Without limiting the generality of this *Section 14.03*, Vendor will only use personally identifiable information as strictly necessary to provide the Services and will disclose such information only to its employees who have a strict need to know such information, provided Vendor obtains such employees' written agreement to keep such information confidential and to use it only as required in the performance of Services. Vendor will comply at all times with all State and Federal laws and regulations applicable to such personally identifiable information. Additionally, Vendor may disclose such information to its Subcontractors who have a need to know in connection with the performance of Services, provided Vendor obtains such Subcontractors' written agreement to keep such information confidential and to use it only as required in the performance of Services.

- (b) DIR or Customer is and will remain the owner of all DIR or Customer-specific data pursuant to the CTSA. Except as otherwise provided in this CTSA, or as otherwise restricted by law, and excluding Vendor Confidential Information and Proprietary Information, DIR and Customer may use the data provided by the Vendor for any purpose relating to the operation and enhancement of TEX-AN NG Program. DIR or Customer will not possess or assert any lien or other right against the Vendor's data.

Section 14.04 Ownership of pre-existing materials.

DIR or Customers and Vendor will continue to own their respective proprietary technologies and information developed before entering into the CTSA. Any software licensed through the Vendor and sold to DIR or Customers as a part of a Service, will be licensed directly to DIR or Customers, as appropriate. Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with Vendor or its supplier. DIR and Customer must comply with all such terms and conditions and they take precedence over this CTSA as to such software.

Section 14.05 Third-party commercial Software.

If applicable and necessary, all third-party commercial Software used in performing the Services will be provided to DIR or Customers under a separate license agreement between DIR or Customers and the owner (or authorized licensor) of such software.

Section 14.06 Pre-existing materials for custom Software Deliverables related to Services.

Neither Vendor nor any of its agents, or representatives, or its Subcontractors will incorporate any pre-existing materials (including third-party commercial software) into Services or use any pre-existing materials to produce Services if such pre-existing materials will be needed by DIR or Customer in order to use the Services unless:

- (a) Such pre-existing materials and their owners are identified to DIR or Customer in writing, and
- (b) Such pre-existing materials are either readily commercially available products for which Vendor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by DIR, in its sole and absolute discretion) in the name of DIR or Customer, or are materials that Vendor or its Subcontractor, as the case may be, has the right to license to DIR or Customer and has agreed to license to DIR or Customer on terms and conditions approved by DIR, in its sole and absolute discretion, prior to using such pre-existing materials to perform the Services. Vendor represents, warrants and covenants that it shall not, during the term of the CTSA or any time afterwards, assert any ownership rights, in any DIR-owned or Customer-owned software, source code, and other materials. Notwithstanding the foregoing Vendor does not grant ownership or licensing/marketing rights in or pertaining to Vendor's Intellectual Property assets (including ownership of custom developments).

Section 14.07 Ownership of work product by DIR or Customer.

The Services shall not be considered "work for hire" for DIR or Customers; however, the same shall be subject to licensing, on the same terms and provisions, as provided for herein, as reasonable, necessary or required.

Section 14.08 License to Intellectual Property.

- (a) If necessary to the performance of Services hereunder, upon notice from Vendor, DIR and/or Customers shall enter into good faith negotiations to license to Vendor any Intellectual Property owned by DIR and/or Customers.

- (b) In the event the Vendor makes or has made any Modifications to any software owned by DIR and /or a Customer under this CTSA, DIR and/or the Customer, as appropriate, shall own the modifications, and Vendor hereby assigns all of its rights, titles and interests (including Intellectual Property rights) to such modifications to the appropriate party, either DIR or the Customer. Upon the request of DIR or the Customer, Vendor will give a written assignment of the modifications to the requesting party. During the Term, Vendor retains a terminable, non-transferable, non-exclusive and paid-up license to use the modifications in performing Services under this CTSA, and to use the modifications to provide Services to other Customers, including the right to sub-license or further license those modifications only to Customers.
- (c) The Vendor shall own all modifications to the Vendor owned Software made by the Vendor and any modifications to the Vendor Proprietary software made on behalf of DIR and/or a Customer. DIR and /or the affected Customer hereby assign its rights, titles and interests (including Intellectual Property rights) to such modifications to the Vendor. Vendor's license to DIR and /or the affected Customer to use Vendor Proprietary Software shall extend to such modifications; provided, however, Vendor's warranties and indemnities with respect to Vendor Proprietary Software do not extend to any modifications made on behalf of DIR and/or a Customer by contractors other than Vendor and its Subcontractors. Notwithstanding the foregoing Vendor does not grant ownership or licensing/marketing rights in or pertaining to Vendor Intellectual Property assets (including ownership of custom developments).

Article 15. Liability.

Section 15.01 Property damage.

- (a) Vendor will protect State's, DIR's and Customers' real and personal property from damage arising from Vendor's, its agents', and its Subcontractors' performance of this CTSA, and Vendor will be responsible for any loss, destruction, or damage to State's, DIR's and Customers' property that results from or is caused by Vendor's, its agents', or its Subcontractors' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of the State, DIR and Customers, Vendor will notify DIR and the applicable Customer thereof and, subject to direction from DIR and the applicable Customer, will take all steps to protect that property from further damage.
- (b) Vendor agrees to observe and require its employees, agents, and Subcontractors to observe no less than industry standard safety measures and proper operating procedures at the State's, DIR's and Customers' sites at all times and otherwise to comply with the procedures and safety standards imposed by DIR and Customers, whichever is the more rigorous standard.
- (c) Vendor will distribute a policy statement to all of its employees, agents, and Subcontractors that directs the employee, agent, or Subcontractor to immediately report to DIR and the applicable Customer and Vendor the existence of any special defect or unsafe condition encountered while on the State's, DIR's or Customers' premises. Vendor will immediately report to DIR and the applicable Customer the existence of any special defect or an unsafe condition it encounters or otherwise learns about.

Section 15.02 Risk of Loss.

As applicable to any Equipment used in the performance of Services by Vendor, during the period such Equipment is in possession of Vendor, its carriers or DIR or Customers, prior to being received by DIR and/or the applicable Customer, Vendor will insure and bear the risk of loss or damage thereto, unless such loss or damage is caused by the negligence or intentional misconduct of DIR or the applicable Customer.

Section 15.03 Limitation of Liability.

- (a) For any claim or cause of action arising under or related to the CTSA, neither Party will be liable to the other Party for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- (b) EACH PARTY'S LIABILITY TO THE OTHER UNDER THE CTSA WILL NOT EXCEED THE TOTAL VALUE OF VENDOR'S INVOICES TO DIR IN THE TWELVE (12) MONTHS PRECEDING THE FILING OF A LAWSUIT (provided, however, that a Customer's liability to Vendor will not exceed amounts payable by Customer to Vendor during such twelve month period)..
- (c) Exceptions to Limitations of Liability. This *Section 15.03* will not apply with respect to:
 - (1) Losses occasioned by the fraud (except as rendered inapplicable to the State, DIR and all state agency and local government Customers pursuant to *Section 11.03(e) of Exhibit B* to the CTSA), willful misconduct, or gross negligence of a Vendor.
 - (2) Losses that are the subject of indemnification under this CTSA.
 - (3) Losses occasioned by Vendor's refusal to provide Services under a Disentanglement Plan, which has been approved by DIR, as specified in *Section 11.06(d)*. For purposes of this provision, "refusal" means the intentional cessation by Vendor, in a manner impermissible under this CTSA, of the performance of all or a material portion of the Services then required to be provided by Vendor under the Disentanglement Plan.
 - (4) Losses occasioned by any breach of a Party's obligations under *Article 10*.
- (d) Items Not Considered as Damages. The following will not be considered damages subject to, and will not be counted toward the liability exclusion or cap specified herein:
 - (1) Amounts payable by or assessed against Vendor pursuant to Exhibit D ("Performance Management") of this CTSA.
 - (2) Amounts withheld by DIR in accordance with this CTSA due to incorrect charges or Services not provided.
 - (3) Amounts paid by DIR but subsequently recovered from Vendor due to incorrect charges or services not provided.
 - (4) Vendor Invoiced Rates To DIR, Prices, telecommunications fees and surcharges and other amounts that are due and owing to Vendor for Services under this CTSA.

Article 16. Transition Plan for Expiration of the CTSA.**Section 16.01 Scope.**

This Transition Plan for expiration of the CTSA addresses the orderly Transition to DIR, or the successor service provider, of all Services provided by Vendor to Customers and/or Authorized End Users pursuant to TEX-AN NG Customer Services Agreements through the CTSA, that have an expiration date beyond the Expiration Date (the Transition Effective Date), including planning activities which will be conducted prior to the Transition Effective Date. This transition plan does not apply to other contracts that Vendor may hold with DIR outside the scope of this CTSA. Vendor agrees that all references in this *Article 16* to DIR, includes all employees of the agency and all designated contractors or consultants that may assist DIR in the Transition. DIR and Vendor agree that the term "Transition" as used in this *Article 16* means disposition from Vendor to DIR, or the successor service

provider, by any lawful method, including by sale and purchase, assumption, transfer, assignment, early termination or other method.

Section 16.02 General Statement for Transition.

No later than 12 months before the Transition Effective Date (commencement of Transition Period), Vendor shall commence planning for the orderly Transition of all of the Services that have an expiration date beyond the Expiration Date to DIR or the successor service provider, in accordance with the terms of this Article, as the same may be amended from time to time. DIR and Vendor desire to provide for the Transition of all things and matters comprising the Services, which have expiration dates beyond the Expiration Date. This Article shall not be construed narrowly, but broadly, to ensure the Transition of all Services with expiration dates beyond the Expiration Date is transitioned on or by that date. The parties do not intend for there to be residual Service-related matters that do not Transition on or by the Transition Effective Date.

Section 16.03 Agreement for Transition Assistance Services.

Transition Assistance Services, as specified in this *Article 16*, shall be provided from the commencement of the Transition Period and for up to 12 months after the Expiration Date, unless further extended by the Parties. DIR will provide Vendor with written notice of its intent to have Transition Assistance Services, in whole or in part, provided by Vendor after the Transition Effective Date, by giving at least 60 calendar days advance notice. Such notice shall contain a list of the specific Transition Assistance Services required and the duration for each of the Transition Assistance Services sought. Vendor shall review the notice and provide a written proposal response for the specific services sought, as more particularly described in *Section 16.04(b)(5)* of this Article, within 30 calendar days of receipt of DIR's notice. The parties agree to negotiate in good faith to conclude a written agreement for the required Transition Assistance Services no later than 120 calendar days prior to the Transition Effective Date.

Section 16.04 Transition Assistance Services.

Transition Assistance Services shall include:

- (a) Full cooperation and participation in the Transition planning process, as more particularly described in *Section 16.06*, which shall commence no later than the commencement of the Transition Period, at DIR's sole and absolute discretion, and shall involve a series of meetings among the representatives of DIR, Vendor, the successor service provider, if known, representatives of Vendor's current State agency Customers and other parties whose participation would enhance the planning process, which process is more fully described in Phase Four set forth in this *Section 16.04*; and
- (b) Vendor providing to DIR, or the successor service provider, all of the items and matters called out for in this *Article 16*, and other items or information reasonably necessary to complete the transition of the Services under the CTSA. Without limiting the foregoing, the Transition Assistance Services shall occur in five phases:
 - (1) Phase 1 – Initial Reporting of Services Subject to Transition. On or by December 31st two years prior to the Transition Effective Date, Vendor shall provide a written report, in the form required by DIR, disclosing all Services, as of December 1st of the same year, that have expiration dates beyond the Expiration Date. Without limiting the foregoing, Vendor shall report on and include:
 - (A) All Software that Vendor uses to perform its Services with each Customer and/or Authorized End User under each of the Services, including complete source and machine readable data, associated manuals, procedures, processes, documentation, descriptions, data files and other such

- items as available in accordance with existing third party licensing agreements. For each item of Software listed, Vendor shall provide a copy of the associated software license held by Vendor, the status of the transferability of the associated licenses to a successor entity under conditions similar to that of this Transition and the costs for Transition to DIR or the successor service provider, if any;
- (B) All hardware and other equipment, including all hardware leases for Equipment used to perform each Service, including leases which have a term beyond the Expiration Date. Vendor shall provide a copy of the assignment/transfer and early termination clauses for each lease with a term beyond the Expiration Date and report on the status of transferability and any costs for transfer or early termination, if any. Vendor shall report all known costs for transfer or termination of such leases, including the existing leases or as the same may be amended prior to the Transition Effective Date;
 - (C) All maintenance agreements for software, hardware or other equipment and assets, including copies of their assignment/transfer and early termination clauses, a status report on transferability to DIR or its designee and the costs for transfer or early termination, if any;
 - (D) All third-party supplier agreements, which have an effective date beyond the Expiration Date, including copies of their assignment/transfer and early termination clauses, a status report on transferability to DIR or its designee and the costs for transfer or early termination, if any;
 - (E) A Software Upgrade Plan, detailing which products need to be purchased to maintain the Services through their respective expiration dates. Vendor shall comply with the Software Upgrade Plan during the Term. The Software Upgrade Plan shall include, at a minimum, an annual review requirement, with annual DIR approval of any changes to the Plan; and
 - (F) Copies of the TEX-AN NG Customer Services Agreements with the Customers and /or Authorized End Users for Services.
- (2) Phase 2 – Ongoing Reports on Services through the Transition Effective Date. Phase 2 is composed of five (5) activities, as listed below:
- (A) Follow up Reporting. For each item reported in Phase I, Vendor shall update DIR on a semi-annual basis up to the Transition Effective Date. The first such update after December 31st shall be due on or by June 30th of the following year.
 - (B) New TEX-AN NG Customer Services Agreements. For every TEX-AN NG Customer Services Agreement issued by Vendor to a Customer and /or Authorized End User between the initiation of the reporting period two years out from the Transition Effective Date and the Transition Effective Date, Vendor shall seek and receive DIR's approval prior to entering into any TEX-AN NG Customer Services Agreements. DIR shall be provided no less than five Business Days in which to review the documentation for each proposed TEX-AN NG Customer Services Agreement, in substantially final form. In each instance Vendor shall provide that the TEX-AN NG Customer Services Agreement contains: 1) a complete assignment or transfer to DIR, or its successor service provider, on or by the Expiration Date, preferably at no cost to DIR or its designee, and 2) a termination for convenience clause in favor of Vendor and DIR in all such TEX-AN NG Customer Services Agreement; in the event a cost-free assignment thereof is not available. Vendor shall use commercially reasonable efforts

to minimize the fee for assignment or transfer to DIR, or its successor service provider.

- (C) Equipment Condition Report. Vendor will develop a checklist and conduct checks/reviews of the installed Equipment and produce a report on or by six months prior to the Transition Effective Date. Such report shall detail, at a minimum, the then-current condition of each piece of installed Equipment and the preventative maintenance needed within the next six months after the report is issued. For all items, Vendor shall provide details about existing maintenance contracts.
 - (D) Subcontractor Report. On or by January 1 two years prior to the Transition Effective Date, and semi-annually thereafter up to the Transition Effective Date, Vendor shall identify all then-current Subcontracts that provide Services under any TEX-AN NG Customer Services Agreements issued pursuant to the CTSA, in a form and level of detail mutually developed by the Parties.
 - (E) Notwithstanding any other provision in this *Article 16*, Vendor agrees to provide another updated report for all TEX-AN NG Customer Services Agreements on or by August 31st, one year prior to the Transition Effective Date, and six months prior to the Transition Effective Date.
- (3) Phase 3 – Completion of all documentation for Transition. DIR, or the successor Service Provider and Vendor shall complete Transition associated documentation necessary to effect the Transition of all TEX-AN NG Customer Services Agreements under the Contract in a timely manner, including, at a minimum, the Transition of all Customer Service Agreements reported to DIR under Subsections (1) and (2) hereof. Vendor shall facilitate interactions and necessary documentation with third-party vendors, its Subcontractors, lessors and other providers, at the request of DIR, or at the request of the successor service provider. DIR reserves the right, in its sole and absolute discretion, to require that DIR, the successor Service Provider and Vendor conduct a formal closing for the Transition, in order to ensure the completion of all necessary documentation.

DIR, or the successor service provider, shall cause each Transition document to provide the complete transfer of all right, title and interest in and to the TEX-AN NG Customer Services Agreement, including any related lease or third party contract related to the underlying Equipment, from Vendor to DIR, or the successor Service Provider, effective as of the Transition Effective Date. Each Transition document shall also provide that from and after the Transition Effective Date, Vendor shall have no obligation or liability to any third party-vendor or lessor whatsoever related to the underlying equipment. In each instance of Transition of a third party-vendor or lessor contract, DIR, or the successor service provider shall be responsible to pay the third party-vendor or lessor the applicable transfer fee, if any, or to reimburse Vendor therefore, if Vendor tenders such payment. Vendor shall have no responsibility to pay any third party-vendor or lessor from and after the Transition Effective Date.

- (4) Phase 4 – Planning Phase for Transition from the CTSA to a new TEX-AN Agreement with a successor service provider. Vendor shall fully and completely participate in all meetings called by DIR for the purpose of planning and implementing the transition of TEX-AN NG Customer Services Agreements from the CTSA to the new TEX-AN Agreement with a successor service provider. The goal of this planning phase is to provide an orderly transition of TEX-AN NG Customer Services Agreement operations under the CTSA to the operations under a new TEX-AN Agreement with a successor service provider. Such

planning activities shall commence no later than January 1 of the year of the Transition Effective Date, at DIR's direction and shall continue until all transition activities are complete. These Transition activities shall include, but not be limited to, the following:

- (A) Pre-planning no later than January 1 to March 31 of the year of the Transition Effective Date. These DIR meetings will include the Vendor's current Customers and/or Authorized End Users, as determined by DIR, the successor service provider, Vendor and DIR. The scope of the pre-planning is to plan for the transfers of the current Customers' TEX-AN NG Customer Service Agreement operations, scheduling of all necessary activities, development of roles and responsibilities matrix related to Transition of the TEX-AN NG Customer Services Agreements and planning for all the other steps of the transition process, as listed below. The goal of this pre-planning phase is to produce a mutually acceptable Transition plan document that defines roles and responsibilities for accomplishing each step in the Transition among the participating parties.
- (B) Turnover of TEX-AN NG Customer Service Agreement operations to the successor Service Provider. In each step in the Transition planning and execution process, Vendor is required to provide information as requested by DIR, the successor Service Provider and /or the current Vendor's Customers and/or End Users in accordance with the agreed upon Transition Plan. Such information shall include, but not be limited to the following tangible items and matters of inherent knowledge:
 - 1) Assets Lists (hardware, software, schematics, maintenance agreements, 3rd party agreements)
 - 2) Procedures
 - 3) Policies
 - 4) Practices
 - 5) Protocols
 - 6) Customer and/or End User biographies
 - 7) Organization charts
 - 8) Customer and /or Authorized End User and service provider (including subcontractors) decision makers; authorized employees
 - 9) Institutional knowledge (non-proprietary and non-confidential unwritten rules; operational personnel; client background information; authorization lists)
 - 10) Operational details
 - 11) Key individuals (operational and decision makers)
 - 12) Quick reference manuals
- (5) Phase 5 – Post-Transition Effective Date Services by Vendor. At DIR's option, DIR shall request and Vendor shall respond with a proposal for Vendor to provide assistance for continuing management and operation of the TEX-AN NG Customer Services Agreements as conducted under the Contract for a period beyond Transition Effective Date up to one year after the Transition Effective Date, but only upon the execution of an appropriate contract for such services, on terms and conditions as agreed by DIR, or the successor service provider, and Vendor. In the event that DIR, or the successor service provider, requires the services of Vendor during the Post-Transition Effective Date period, then

DIR shall execute a separate agreement with Vendor to provide services on a time and material basis.

Section 16.05 Covenant of cooperation.

During the period of time from the commencement of the Transition, as defined, to the completion of Transition Assistance Services, Vendor agrees to fully cooperate with DIR, and as appropriate, with the successor service provider, to fulfill the terms of the CTSA. DIR and Vendor agree to fulfill the terms of this *Article 16* in a manner that is least disruptive to the Customers and/or Authorized End Users under the TEX-AN NG Customer Services Agreements. DIR and Vendor agree to notify the other Party in the event either discovers a condition, contract or other matter that would benefit or adversely affect performance of the TEX-AN NG Customer Services Agreements, if generally known. In the event it is determined that amendment to this *Article 16* is in the best interest of the State, Vendor agrees to negotiate amendments to this *Article 16* in good faith with DIR. In all events, the Parties agree to cooperate in the negotiation and execution of such other and further documents as necessary to fulfill the terms of this *Article 16*.

Section 16.06 Other Vendor Agreements with Customers.

DIR and Vendor agree that this Article does not apply to any other contracts that Vendor has, or may have in the future, with Customer and/or End Users that are separate transactions from the TEX-AN NG Customer Services Agreements authorized under the CTSA.

Article 17. End of Contract-Life Assignment.

Section 17.01 Agreed Language.

This CTSA, DIR Contract No. DIR – TEX-AN NG CTSA – 006, is in effect from August 4, 2011 until 12:00:00 p.m., August 4, 2016, and for such further period as allowed by the CTSA (the Effective Expiration Date of the CTSA). In order to ensure the smooth Transition of Services from one Vendor to the successor service provider, the parties agree to the following assignment language for this CTSA:

Effective as of the expiration of one second after the expiration of the CTSA, without the necessity of execution of additional documents, and at no cost to DIR or the Customers, Vendor hereby agrees to the absolute and complete assignment of this CTSA to DIR or a successor service provider, provided that the following occurs on or by 5:00 p.m. of the Business Day of the final expiration date of the CTSA:

DIR or the successor service provider agrees to assume all CTSA obligations and liabilities that arise on and after one second after the final expiration of the CTSA, and is responsible to pay to Vendor the applicable Transition assignment fees, if any, as set forth in the Transition Assignment Liability Schedule, which shall be provided by the Vendor, upon request by DIR or its Customers and attached to this CTSA. In all events, Vendor remains responsible for all CTSA obligations and liabilities that arise prior to the final expiration date of the CTSA.

Section 17.02 No Cost.

Vendor is not authorized to charge the Customers/Authorized End Users, DIR or successor Service Provider, a fee or cost for the assignment.

— End of Exhibit B —

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

Exhibit C. Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services

Exhibit C. Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services

Contents of *Exhibit C* follow:

Article 1. Introduction.....	C-3
Article 2. Contractual Principles.	C-3
Article 3. Methodology for Updating Associated Attachments.....	C-3
Article 4. Documents Referenced in <i>Exhibit C</i>	C-4
Attachment C-1. Tables for the Contents.....	C-5

Article 1. Introduction.

The purpose of *Exhibit C* is to address the agreed-upon Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services.

Article 2. Contractual Principles.

Exhibit C Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services addresses the following principles:

The specifics for the Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services within scope of this CTSA are contained in this Exhibit C, Attachment C-1. The Vendor's initial descriptions, rates, prices and fees are consistent with the terms of the CTSA. (Derived from final negotiated Tables from Vendor's response to Section 5 of RFO (Pricing) plus final, negotiated service descriptions from Vendor's response to Section 3 of RFO.)

The Marketing Plan is the Vendor's projection of the activities it will engage in to maximize the economic value of the CTSA during the Term of the CTSA. The Marketing Plan includes a statement of operations for the awarded Services and the narrative discussion including all key assumptions, risks, and risk mitigation strategies used to generate Orders from Customers (derived from Marketing Plan submitted with RFO response, attached at *Attachment F-8 to Exhibit F*).

Article 3. Methodology for Updating Associated Attachments.

Section 3.01 Recommendations.

Either DIR or Vendor may submit to the other Party a recommendation for changes to *Attachment C-1*. Such recommendation will be in writing and will:

- (a) Specifically identify the portion or portions of *Attachment C-1* to be changed,
- (b) Include the specific Rates To DIR, Prices or telecommunications fees and surcharges to be changed and/or Descriptions to be altered in *Attachment C-1*, and
- (c) Identify the reasons for the proposal and anticipated revenue impact from the change or repercussions for failure to adopt the change. A copy of the recommendation will be provided to DIR and the Vendor. The parties will use electronic communications to submit, review and implement changes to *Attachment C-1*. *Attachment C-1* changes shall be provided to Customers via the Vendor's webpage and the TEX-AN NG web page.

Section 3.02 Review and Input.

DIR will determine whether input on the recommendation from other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any Customer, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 10 Business Days from the date of the recommendation.

DIR and Vendor will each receive a copy of the written input from the Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the Customers.

Section 3.03 Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to *Attachment C-1*, as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor. The revised *Attachment C-1* will be posted in a location agreed to by Vendor and DIR. Revisions may be in the form of electronic records of the new Descriptions, Rates To DIR, Prices and/ or telecommunications fees and surcharges for changes to *Attachment C-1*. Vendor shall update its webpage accessible to Customers immediately to have the revised portions of the Attachment available to Customers as soon as possible.

Section 3.04 Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution and such resolution shall include input and mutual agreement by Vendor.

Article 4. Documents Referenced in *Exhibit C Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services.***Section 4.01 Attachments to *Exhibit C*.**

The following attachments are incorporated as part of *Exhibit C*:

Attachments to Exhibit C	Description and Contents
<i>Attachment C-1</i> Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services	<i>Attachment C-1</i> contains the initial Descriptions, Rates To DIR, Prices for direct sales transactions and the telecommunications fees and surcharges for the Awarded Services.

Section 4.02 *Exhibit C* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit C*.

Section 4.02 Other Referenced Documents in *Exhibit C*.

No other documents have been referenced in *Exhibit C*.

Attachment C-1.

SERVICES OFFERED UNDER THIS CONTRACT

Business Line Service

tw telecom's Business Line service delivers quality voice grade connections to customer-provided key systems or PBX-type equipment using an analog-based signal. These services are delivered to the customer at a 2-wire DS0 level and provide the ability for the customer to access the public switched telecommunications network. Each business line is configured with two-way directionality. Standard signaling for business lines is Loop or Ground start. Local Usage rating options include flat or measured rated depending on the specific market availability.

tw telecom has several supplemental services that can be purchased along with our voice services which are described below and address disaster routing. Additional features, such as Voice Mail and IP Conferences, are also offered.

Supplemental Services

The Supplemental services below are applicable to all switched service products and include the following options:

- **Call Blocking** – Allows customers to restrict dialing access to various discretionary and/or premium-rated services, which are often prefixed by 900, 971, 974, 976 and 700. Certain markets, such as Manhattan, have additional NPA or NPA/NXX combinations available for blocking as well.
- **Toll Restriction** – Allows customers to restrict dialing access to calls that would otherwise generate toll charges for the customer.
- **Bill Restriction** – Allows customers to restrict incoming calls from being billed to their phone number. The following options are available:
 - Restricting Collect Calls
 - Restricting Third Party Billing

**Note that individual call types are not available to be restricted. Instead, screening tables containing the most popular combinations requested by customers are available in each switch. The restriction options available in the screening tables include:*

- 1+ restricts all 1+ toll calls
- intraLATA 0+/1+ restricts all intraLATA toll calls
- interLATA 0+/1+ restricts all interLATA toll calls
- 01 restricts all operator-assisted international calls
- 011 restricts all direct-dialed international calls
- 411 restricts all calls to local directory assistance
- 555 restricts all calls to long distance directory assistance

Individual Telephone Numbers

Customers may purchase Individual Telephone Numbers (also referred to in the marketplace as DID numbers) for use with inward and two-way trunks (Voice T1 and Analog trunks). This allows a PBX user to have incoming calls reach a specific end user without the assistance of an attendant. Use of individual telephone numbers may require PBX software not provided by tw telecom. A Billing Telephone Number (or BTN) will be assigned for each trunk group provisioned regardless of whether the customer purchases ITNs.

IP Voicemail Overview

tw telecom offers a full featured IP voicemail service supporting a variety of our voice products. The service can be delivered as a line-based feature or as a virtual mailbox that is not associated with a specific end user line, but rather in conjunction with a virtual access telephone number. Note IP Voicemail Service is only available in markets where we support Voice Services via our Sonus switches.

- **Line Based Telephone Number Voice Mail:** IP Voicemail is attached to an end user line. This is the most common scenario, where the end user's line is directed upon busy or no answer to the end user's IP Voicemail box. In this scenario, message waiting indicator is activated on the line after a message is left for the end user. The end user dials into the voicemail via the local IP Voicemail pilot number and is directed to voice message retrieval or account maintenance. This is most commonly sold with VersiPak packages in Sonus supported markets.
- **Virtual Access Telephone Number Feature:** IP Voicemail is attached to a programmed virtual access telephone number within tw telecom's switch, but is not tied to a specific end user line or trunk. This scenario is used when the customer does not employ direct inward dial capability to its organization's end users for voicemail (either a multi-line appearance, a PBX via trunking or the customer employs separate telephone numbers to its end users dedicated for voicemail). Message waiting indicator is not supported where IP Voicemail is not associated with a tw telecom voice line service.

Voicemail Box Specifications:

Each IP voicemail box comes standard with 200 megabytes of storage. This is approximately equivalent to 60, 3 minute voicemail messages. Messages older than 50 days are classified as EXPIRED by the system. End users will be prompted for action on any expired messages. Messages can be resaved.

BES and EES and Virtual Reach Overview

Regional and local multi-location services include three product options:

- Business Expansion Service (BES)
- Expanded Exchange Service (EES)
- Inter-City Switched Services (ISS)

Business Expansion Service (BES)

BES customers can expand their reach to callers in other parts of their LATA with minimal cost to the customer and no cost to their callers. With BES, customers receive a telephone number (NXX) that is associated with the exchange where their callers are located. This way, their callers can contact them without incurring local toll or Extended Area Service (EAS) charges.

Expanded Exchange Service (EES)

EES allows customers to reduce local toll or EAS charges. However, where BES is an inbound-only service, EES allows customers to place outgoing calls to (as well as receive calls from) another rate center without incurring local toll or EAS charges.

VirtualReach

VirtualReach is an inbound-only product, enables virtual local presence in distant cities. With VirtualReach, you are provided with a telephone number that is local to the 'distant' tw telecom City and enables your customers to reach you via a local call. The per-city per-unit monthly charge provides you with a charge that does not vary each month and provides significant savings and benefits over a usage-based product such as an 8XX number. With our national pricing, the monthly charge is consistent for all tw telecom markets.

PBX Trunk Services

tw telecom's switched voice services provide customers with both local and long distance calling capabilities to the PSTN. We own, house, manage and maintain the switches used to provide the voice services. Our voice services can be customized to meet specific voice needs. Customers can use our voice services to expand into new markets with little or no equipment investment. Our switched services include the following:

- **Local Service for Businesses:** This service provides local business telephone lines, Voice T1 (provisioning with either digital or ISDN PRI signaling), 911 emergency services, operator services, directory information and listings. Features like caller ID, call waiting, call forwarding, three-way conference calling, call redirect, last call return, voice messaging and many others are available, where applicable.
- **Voice Services for Multi-Location Solutions:** Our suite of voice services for multi-location customers provides local numbers in multiple markets which deliver significant cost savings over satellite offices or expensive usage-based toll free numbers.
- **Business Long Distance:** Our long distance services include Outbound (1+ dialing Domestic) Operator Service and Directory Assistance; and Toll Free (8XX) service. Our Calling Card Service offers instant access anywhere in North America and over 200 countries worldwide.
- **Bundled Services:** We provide bundled solutions to small/medium-sized business users. Our bundled offering enables customers to purchase one to three DS-1 facilities over which lines, trunks, long distance and Internet services can be combined to provide an integrated service offering which eliminates the need for multiple vendors or facilities, and bills for a customer's local, long distance and Internet services. In addition, we offer city-to-city long distance plans as part of the bundle.

Voice T1 Overview

tw telecom's Voice T1 service offers a TDM-based quality communication link between the Customer Premise Equipment (CPE) and the tw telecom Central Office Switch. Using a 1.544 Mbps digital connection, Voice T1 provides customers with a simple solution by allowing them to select provisioning options based upon their CPE and application. Whether it is ISDN or non-ISDN digital signaling, facility or non-facility-based signaling, voice or dial-up data access, customers can select the options that best suit their needs without any additional cost. Customers may also choose between inbound, outbound, or two-way service as well as flat or measured local usage depending upon market availability.

Primary Rate Interface (PRI) Service

tw telecom's Voice T1 service offers a TDM-based quality communication link between the Customer Premise Equipment (CPE) and the tw telecom Central Office Switch. Using a 1.544 Mbps digital connection, Voice T1 provides customers with a simple solution by allowing them to select provisioning options based upon their CPE and application. Whether it is ISDN or non-ISDN digital signaling, facility or non-facility-based signaling, voice or dial-up data access, customers can select the options that best suit their needs without any additional cost. Customers may also choose between inbound, outbound, or two-way service as well as flat or measured local usage depending upon market availability.

Standard Features:

tw telecom's Voice T1 provides a wide spectrum of control over your service. Standard features include:

Facility and Non-Facility Associated Signaling (requires ISDN signaling) – Allows you to designate primary D-channel, backup D-channel, or 24 B-channel configurations.

Call by Call (requires ISDN signaling) – Allows you to define the ratio of inbound and outbound channels that are always available on a dynamic basis to prevent blockage.

Calling Name and Number Delivery (requires ISDN signaling) – Allows you to receive calling party information for caller identification purposes (CPE must be National ISDN 2 compatible).

Attendant-Free Service – Allows outside callers to call internal extensions without having to pass through an attendant.

Calling Name and Number Transmission (requires ISDN Signaling) – Allows you to send calling name and number information for caller identification purposes (Calling Name Transmission is not available in all areas).

IP Trunks Overview

Our strategy is to leverage tw telecom's current data networking strengths and layer voice applications across those robust data networking connections to customers. Our industry leadership in Metro Ethernet and IP enables new applications like VoIP-based services that work on time, all the time. Our current VoIP-based products provides solutions for PBX customers. These products include:

Managed IP Trunks

If your company utilizes separate connections to transmit messages via the Internet and place phone calls, you are probably paying too much for redundant systems. Managed IP Trunk service, provides a reliable voice services over our IP infrastructure, reducing the costs and inefficiencies of managing multiple voice and data connections to your business. Your transmissions travel over tw telecom's world-class VoIP network enhancing security and improving the quality of your communications.

Service Overview

tw telecom Managed IP Trunks is a logical voice trunk connection delivered over IP directly to your business. Converging your voice and data traffic over a single access connection is not "Voice over the Internet". Voice traffic travels across a fully managed, private VoIP network engineered for performance. You will realize an immediate benefit from managing one affordable access network versus multiple inefficient voice and data networks. Furthermore, you will enjoy complete toll-bypass for all calls traversing between your multiple locations connected to the tw telecom network.

tw telecom Managed IP Trunks delivers carrier-class quality and connects you to the Public Switched Telephone Network (PSTN) carrying voice calls anywhere in the world. Using packet technology, voice traffic is accepted from your PBX system and transmitted using VoIP protocols across the tw telecom network. This state-of-the-art solution provides voice services to virtually any PBX platform with a full set of service options such as Local Number Portability and E911 service for emergency phone calls.

tw telecom REACH

REACH enables you to expand to other tw telecom cities without the costly expenses associated with office rental, equipment, long distance charges or personnel. There are two products, each with its own characteristics and benefits:

VirtualReach – An inbound-only product, enables virtual local presence in distant cities. With VirtualReach, you are provided with a telephone number that is local to the 'distant' tw telecom City and enables your customers to reach you via a local call. The per-city monthly charge provides you with a charge that does not vary each month and provides significant savings and benefits over a usage-based product such as an 8XX number. With our national pricing, the monthly charge will be consistent for all tw telecom markets.

LocalReach – With LocalReach, you can both receive and place calls to other distant tw telecom cities without incurring long distance charges. Like Virtual Reach, the per-city monthly charge provides a cost advantage over standard long distance. In addition, you have no equipment, co-location or other costs in the distant “virtual” cities. Again, in keeping with our national approach, the monthly charge will be consistent for all tw telecom markets.

Internet Protocol Telephone Service

tw telecom’s Direct SIP Trunks is a business VoIP service that provides local and long distance PSTN termination and free site-to-site calling. The Direct SIP service works with a customer-managed IP PBX system. tw telecom provides the network infrastructure and call processing systems, while customers retain management of all endpoint CPE, VoIP applications, configuration and on-going maintenance/ management.

The Direct SIP model is similar to that of traditional voice trunks. Utilizing an IP network for both data and voice traffic reduces the number of required transport facilities, which subsequently reduces the amount of equipment and specialized resources that are required to manage and maintain these disparate networks. The notion of a single IP infrastructure for data/Internet, voice and video applications provides an inherent cost advantage due to simple economies of scale. The costs may be reduced by aggregating traffic on a single IP port and chunks of under-utilized bandwidth may be reduced by aggregating isolated bandwidth purchases.

Standard Features

Flexible Access Options – Customers may choose from multiple access options including tw telecom Metro Ethernet, as well as, Dedicated TDM (DS-1, NxT-1, DS-3, OC-n) access.

Directory Assistance and Operator Services – Provides the customer with access to all standard directory assistance and operator service functionality.

Enhanced 911 service – Allows a customer’s main service address to be populated at the 911 PSAP when making an emergency call.

Local Number Portability – Allows the customer to maintain their existing telephone numbers when migrating their voice service to tw telecom.

Call Blocking Options – Allows the customer to block certain chargeable call types from being made, such as long distance, operator services, and directory assistance.

Calling Name and Number Delivery - Allows the customer to receive calling party name information for caller identification purposes.

Operator Services

Operator Service provides access to an operator from the network vendor and is available by dialing 0+/0- for assistance with long distance calls. Calls that can be completed by an operator include Collect, Third Party Billed, Person-to-Person and Calling Card.

If a customer dials 0+, a long distance number, the local operator will hand the call over to the long distance operator. This will be seamless to the customer. If the customer dials 0 and is looking for long distance information or to place a long distance call, the operator will tell the customer to hang up and dial the long distance operator by dialing 00.

Operator service is available on all tw telecom long distance 1+ Services. Customers do not need to sign up for Operator Service, as its availability is a standard part of tw telecom’s long distance 1+ offering.

Outbound Long Distance

tw telecom long distance services are truly specialized long distance solutions that meet individual customers' needs and enhance our total product offering.

We offer a number of long distance services that are divided according to how a customer accesses our network. There are four possible configurations: Switched, Dedicated, Switchless or Calling Cards.

Switched access refers to a call that first travels through tw telecom's switch before reaching the Inter Exchange Carrier's (IXC) network for completion. Switched access lines allow the user to place local and long distance telephone calls over the same facility. A switched access line can connect users to any IXC of their choice and therefore it is not "dedicated" to a specific carrier (note that the IXC's CIC must be loaded in the local service provider's switch). When the customer places a long distance call, the tw telecom switch automatically routes the call to the customer's Primary Inter-exchange Carrier (PIC), for completion. With tw telecom long distance Switched Services, the customer's PIC will be to tw telecom. Switched services come in the following configurations:

- Long Distance Switched 1+

LD Switched 1+ is Outbound tw telecom long distance service, which rides tw telecom Local Dial Tone lines or trunks. Customers must have tw telecom local dial tone and choose tw telecom long distance services.

Dedicated access refers to specific T-1 access that connects the customer's premises equipment directly to the tw telecom toll network. long distance calls are routed by the customer's equipment to the dedicated T-1 for completion. The LEC is not involved in the switching of the calls because there are no local services or features associated with this access facility. In some areas, the dedicated T-1 will be provided on-net (Type I) by tw telecom, and in other areas the LEC will provide a portion of the dedicated service, the off-net loop (Type II). Only Type I and II configurations are available.

Calling Card - With tw telecom Calling Card Services, users can make local and long distance calls from any location in the United States and Canada. The calling card utilizes an 8xx toll free platform, where the customer dials an 8xx toll free number and then enters the appropriate authorization code in order to place a call. This product is offered to all tw telecom customers that have tw telecom Local Dial Tone Services in at least one location.

LD Features – Outbound (1+)

Except where noted otherwise, the features described below are available on all tw telecom long distance 1+ products.

Account Codes

- Account codes are a series of 2-9 digit numbers (2-14 digits for Switched LD provided via 5ESS switch) entered by the customer after dialing a long distance call. The customer will dial the number of the party they wish to call. The customer will then receive a second tone prompting for the account code. Once the account code is entered, the call is processed if the correct code is used or terminated if an incorrect code is attempted. Companies use account codes to protect against unauthorized access to long distance services and to track expenses.
- Since account codes are an ANI level feature, they can be established for some or all of the customer's ANIs, as they are delivered to the tw telecom's switch. If a customer has multiple ANIs or Station IDs, but only the BTN is being delivered to the carrier's switch, the account code is attached to the BTN and all calls from that customer trunk group will require valid account codes for the calls to complete. If the customer wants some users covered by account codes and others not, the customer must be able to pass different ANIs to the carrier (this is particularly relative to fax numbers). If multiple ANIs are delivered, the order for the account code feature must note each ANI requiring account codes.

- If the customer has a trunk configuration and does not want account codes on the fax line(s), a second trunk group must be ordered to separate the fax line(s).

Directory Assistance

Directory Assistance provides access to long distance directory assistance. The customer will dial 1-NPA-555-1212 to reach the long distance directory assistance operator. If the customer dials 411, local directory assistance, the operator will not provide long distance directory assistance. The operator will direct the caller to call long distance directory assistance via 1-NPA-555-1212.

For National Directory Assistance information, please contact the Basic Exchange Product Management Team.

Availability

Directory Assistance is available on all tw telecom long distance 1+ Services. Customers do not need to sign up for Directory Assistance, as its availability is a standard part of tw telecom's long distance 1+ offering.

900 Calling

- tw telecom only blocks 900 calling when requested by the customer via an ePRO SOC order.
- tw telecom cannot block 900 calling on long distance Switchless Services. In this case, the customer must work with the local service provider to get this type of calling blocked.

Casual Dialing

- Casual dialing to tw telecom's PICs is not available, as tw telecom does not have an open network.

Cellular calling

- When our customer calls a domestic cell phone, the charge is based on the cell phone NPA/NXX and is rated based on our standard LD rates. For calls to international cell phones, the charge is based on the country code and city code and the pricing will be higher than our standard LD rates.

Inbound Long Distance Service (Toll-Free Service)

Switched access refers to a call that first travels through tw telecom's switch before reaching the Inter Exchange Carrier's (IXC) network for completion. Switched access lines allow the user to place local and long distance telephone calls over the same facility. A switched access line can connect users to any IXC of their choice and therefore it is not "dedicated" to a specific carrier (note that the IXC's CIC must be loaded in the local service provider's switch). When the customer places a long distance call, the tw telecom switch automatically routes the call to the customer's Primary Inter-exchange Carrier (PIC), for completion. With tw telecom long distance Switched Services, the customer's PIC will be to tw telecom. Switched services come in the following configurations:

- Long Distance Switched 1+
- Long Distance Switched 8xx

LD Switched 8xx is Inbound (toll free) tw telecom long distance services, which rides tw telecom Local Dial Tone lines or trunks. Customers must have tw telecom Local Dial Tone and choose tw telecom long distance services.

The 8xx or toll free product offers the ability for a caller to contact your business without being assessed the long distance toll charges. The 8xx number may be purchased through tw telecom or may be an existing number that is moved from your current carrier to tw telecom. 8xx numbers will

be provisioned to RTNs (Ring-To Numbers). The calls will originate within areas designated by the customer and be transferred to tw telecom as RespOrg of record.

Dedicated access refers to specific T-1 access that connects the customer's premises equipment directly to the tw telecom toll network. long distance calls are routed by the customer's equipment to the dedicated T-1 for completion. The LEC is not involved in the switching of the calls because there are no local services or features associated with this access facility. In some areas, the dedicated T-1 will be provided on-net (Type I) by tw telecom, and in other areas the LEC will provide a portion of the dedicated service, the off-net loop (Type II). Only Type I and II configurations are available.

Calling Card - With tw telecom Calling Card Services, users can make local and long distance calls from any location in the United States and Canada. The calling card utilizes an 8xx toll free platform, where the customer dials an 8xx toll free number and then enters the appropriate authorization code in order to place a call. This product is offered to all tw telecom customers that have tw telecom Local Dial Tone Services in at least one location.

LD Features – Inbound/Toll Free (8xx)

Special Routing

Time of day routing

- Routing to a specified destination based on the time of day.
- Available in one hour increments.
- Example – 8xx number routes to a specific location 9am-5pm and then routes to another location for after hour support 5pm-9am.
- If time of day routing does not cover all 24 hours of a day, routing will revert to standard routing (ring to number) for hours not defined.

Day of week routing

- Routing to a specified destination based on the day of week.
- Available in day increments (day of week).
- Example – 8xx number routes to a call center in Austin M-F and then to a call center in Mississippi S-S.
- If day of week routing does not cover all 7 days of the week, routing will revert to standard routing (ring to number) for days not defined.

Day of year routing

- Routing to a specified destination based on the calendar day of the year.
- Available in day increments (calendar date).
- Example – 8xx number routes to an answering service on July 2 because it is the company's anniversary and the employees receive the day off.

Customized routing by holiday

- Routing to a specified destination based on a holiday selected from a pre-defined list.
- Available holidays are as follows: New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Thanksgiving Day, Day after Thanksgiving, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Martin Luther King Day.
- Example – 8xx number routes to an answering service on Christmas Eve and Christmas Day because the company's office is closed on those days.

Percentage routing

- Routing to a specified destination for a defined percentage of all calls coming into the 8xx number.
- Up to 10 destinations available.
- Total of all specified destinations must be 100%.
- Example – for all calls coming into the 8xx number, the customer would like 25% routed to its Houston office, 25% routed to its Tampa office and 50% routed to the San Diego office.

Multiple Destination by Area

- Routing to a specified destination based on the area where the incoming call originates.
- Area types available – State, NPA, NPA/NXX.
- Example – customer would like all calls originating in Washington, Oregon and California to ring into the San Diego office. The customer would also like calls originating in Arizona, Texas and New Mexico to ring into its Houston office.

Origination Control

- Demonstrates the ability to either ‘allow’ or ‘block’ certain types of jurisdictional calls.
- Area types available – State, LATA, NPA, NPA/NXX.
- Example – customer is located in Arizona and would like to only allow calls to the 8xx number that originate in Arizona.
- Example – customer does not do business in the NPAs of 760, 858 and 619 and would like to block all calls that originate in those NPAs.

Circuit Switched Digital Service

tw telecom’s Voice T1 offers a TDM-based quality communication link between the Customer Premises Equipment (CPE) and the tw telecom Central Office Switch. Using a 1.544 Mbps digital connection, Voice T1 provides customers with a simple solution by allowing them to select provisioning options based upon their CPE and application. Whether it is ISDN or non-ISDN digital signaling, facility or non-facility-based signaling, voice or dial-up data access, customers can select the options that best suit their needs without any additional cost. Customers may also choose between inbound, outbound, or two-way service as well as flat or measured local usage depending upon market availability.

Data Services**Internet Service**

tw telecom’s Internet services provide, in very simple terms, the ability for businesses to access the Internet. When the tw telecom circuit is installed, it is the customers’ router that traditionally prefers our Internet service over our Tier 1 rivals. Here’s why: Tier 1 ISPs and large international ISPs typically only peer with other Tier 1 ISPs. Since there is a limited number of Tier 1 ISPs, they do not have many peering arrangements. As they pass traffic to each other to get it where it needs to go, it requires packets to traverse extra connections (hops) which usually adds latency or delay. As an analogy to the airline industry, the Tier 1 ISPs can only take you to the major hubs, and rely on other carriers like tw telecom to get you to the smaller cities.

If an ISP is handed traffic from one of its customers, it looks at the destination address of the packet(s) and decides which path to that destination is best (however defined). The most direct path is almost always the best way. Therefore, the more options or network paths that an ISP has, the better the service is likely to be. An ISP (of which tw telecom is one), establishes these paths by part-

nering with other ISPs to pass the traffic (called peering arrangements). It is the result of tw telecom's design and strong peering arrangements with regional, national, and international networks, that tw telecom's IP network is world-class.

Internet Product Options

tw telecom offers a comprehensive suite of high-quality, high-speed Internet options -- traditional connections (TDM) from T-1 through OC-48 and Ethernet connections from 10Mbps ports to 10Gbps ports.

Traditional Internet Services Include:

- T-1 - 1.5 Mbps
- NxT1 – (multiple bonded T1s) – 3 Mbps to 12 Mbps
- DS-3 - 2 Mbps to 10 Mbps in 2 Mbps increments, 10 Mbps to 45 Mbps in 5 Mbps increments
- OC-3 - 35 Mbps to 95 Mbps in 10 Mbps increments, 100 Mbps to 150 Mbps in 25 Mbps increments, plus 155 Mbps
- OC-12 - 125 Mbps to 250 Mbps in 25 Mbps increments, 250 Mbps to 600 Mbps in 50 Mbps increments, plus 622 Mbps
- OC-48 – 1 Gbps, 1.5 Gbps, 2 Gbps, 2.488 Gbps
-

Ethernet Internet Services Include:

- Ethernet 10 Mbps - 2 Mbps to 10 Mbps in 2 Mbps increments
- Ethernet 100 Mbps - 2 Mbps to 10 Mbps in 2 Mbps increments, 10 Mbps to 100 Mbps in 5 Mbps increments
- Ethernet 1Gbps - 50M to 1000M in 10M increments to 100M, 25M increments to 250M, 50M increments to 1000M
- 250 Mbps in 25 Mbps increments, 250 Mbps to 1 Gbps in 50 Mbps increments
- Ethernet 10Gbps – 1 Gbps to 10 Gbps in 500Mbps increments

Available Internet Features:

- Service Level Agreements are standard with all tw telecom Internet services
- Primary DNS (for up to 10 domains)
- Secondary DNS available at no charge (up to 50 domains)
- IP address space with proper justification
- Around-the-clock trouble shooting (excludes Customer's equipment)
- News services
- Bandwidth utilization reports
- Backup mail service
- BGP peering
-

Available services at an additional charge:

- Managed Router Service
- Managed Firewall
- Distributed Denial of Service (DDoS)
- Shared Web/Email Hosting

Burstable Internet Services

Burstable Internet service enables customers to commit to a minimum bandwidth level (Committed Information Rate – CIR) and receive access to additional bandwidth up to a defined maximum bandwidth level (Peak Information Rate – PIR) for sporadic IP traffic. Burstable Internet service is a good solution for customers who have occasional spikes in their Internet traffic, or those who are very dependent on bandwidth availability.

Internet Access – Managed Router Overview

Managed Internet Router bundles a tw telecom-owned and managed Customer Premise Equipment (CPE) router with tw telecom provided Internet Access service. This is not a resale or lease-to-own service.

The tw telecom Internet Access circuits terminate into the tw telecom-provided CPE router, and represents the point of service demarcation between the tw telecom WAN and customer LAN. The standard service provides the customer with a single LAN-side Ethernet port.

tw telecom procures, configures, installs and provides on-going maintenance for the CPE router at the customer site. The basic elements associated with router maintenance are as follows:

- ***Around-the-Clock Monitoring, Fault Management and Resolution:*** tw telecom proactively monitors the CPE routers. In the event of a service outage or issue, tw telecom will begin trouble isolation and resolution steps.
- ***On-Going CPE Maintenance:*** tw telecom will conduct on-going maintenance of the CPE router including, but not limited to, keeping equipment warranties up-to-date, router code upgrades and/or installing patch releases as needed via the standard maintenance window process. The standard method is in-band management.
- ***Equipment Maintenance:*** Should the tw telecom network operations center determine that a trouble issue is the result of a hardware failure, a tw telecom Field Operations technician and a replacement unit will arrive at the customer location within the next business day (between 8:00 am to 5:00 pm local time) after determination by tw telecom of a hardware failure.

Managed Security Services Overview

tw telecom offers Managed Security Services as an enhancement to tw telecom's robust and comprehensive Internet product portfolio. Below is a description of each MSS format which includes Network-based, CPE-based and MSS Premium Plus.

Network-Based Managed Firewall/ IPSec Virtual Private Network (VPN) Service

A security device resides within tw telecom's IP POP providing Layer 3 Stateful Packet Inspection Firewall (L3SPI) and IPSec VPN (DES, 3DES or AES) functionality. This solution provides cloud-based data encryption and removes "unauthorized" traffic from the customer's metropolitan network, thus providing a clear pipe and increasing the usability of the local circuit. This assists in the mitigation of DOS and DDOS attacks, where connectivity is "cleaned" prior to flooding the customer's metropolitan infrastructure.

Two levels of service are available Premium and Business. Premium allows for eight free policy changes per month and Business allows for two free policy changes per month

CPE-Based Managed Firewall/ IPSec VPN Service

A tw telecom security device resides at the customers premises providing L3SPI and IPSec VPN (DES, 3DES or AES) functionality. This solution provides premise-to-premise data encryption. This solution may be required by certain industries with mandated privacy or security acts such as HIPAA, GLB, Sarbanes-Oxley, PCI, etc.

Two levels of service are available Premium and Business. Premium allows for eight free policy changes per month and Business allows for two free policy changes per month

Managed Security Service Premium Plus (MSS Premium Plus) CPE only

Managed Security Service Premium Plus has all of the functionality of our premium Managed Security Services with additional network protections services that will ensure the customers network stays secure and free from disruption. MSS Premium Plus is only available on the CPE-based service. Below are the additional Managed Security Services available on the MSS Premium Plus product.

- **IPSEC Remote Access** - Customers will be able to load Junipers NS-Remote 8.5 remote IP-SEC clients onto user's laptops and desktops that routinely need to connect into the customer's networks. When loaded these clients will connect to the customers Enhanced CPE firewall, through their local Internet Access, and allow them access to their network, as if they were in the office. Standard offering is 5 remote clients that count against the customers max (25) concurrent VPN tunnels. Juniper NS-Remote client utilizes the latest IPSec encryption and authentication standards. Supported security protocols include AES, DES, 3DES, MD5, and SHA-2. The Security Operations Center (SOC) will work with the customer to identify the appropriate protocols for their network.
- **SPAM Relay** - The tw telecom Enhanced CPE firewall will utilize industry leading anti-spam engine to filter incoming email for known SPAM and phishing users. The firewall will send email messages to a centralized server that will scan the message against a updated anti-spam list that is updated twice an hour. The list is comprised of known Zombies, Open Proxies and suspect spam operations that are identified by 3 million honey pots across 25 different countries. Once the message is identified as SPAM, it can be dropped, or marked as SPAM and sent back to the intended mail server. Due to the increased bandwidth overhead the SPAM relay will not be available for customers utilizing a single t1 (1.5 Mbps) of Internet Access.
- **Integrated URL filtering**- The tw telecom Enhanced CPE firewall is equipped with a integrated URL web filtering soft wear in partnership with Surf Control. This industry leading URL database is 25 million strong, with over 3.9 billion pages covered. 54 different categories are offered to make selection easy for the customer. The SOC will work with the customer to identify the areas that they feel need to be blocked and add additional White and Black lists to come up with a customized list that is just right for the customer. Lists are updated every 24 hours to ensure that customers are up to date and are protected from malicious sites and unwanted liability.
- **Anti-Virus**- By integrating a best-in-class gateway antivirus offering from Kaspersky Lab, the tw telecom Enhanced CPE firewall can protect web traffic, email and webmail from file –based viruses , worms, backdoors and Trojans. The solution deconstructs the payload of packets entering and exiting the networks and evaluates the contents for malicious code. The payload is reconstructed and then sent on its way. The gateway will scan SMTP, POP3, Webmail, FTP, IMAP and HTTP and is updated every hour. The average new virus response is 30 minutes. Current number of virus signatures is 500,000+.

Metro Ethernet Service Description

tw telecom's Ethernet services allow customers to both extend their own internal corporate Ethernet networks across the metropolitan area for multiple location connectivity as well as Internet Access. One of the fastest growing products is tw telecom's suite of Metro Ethernet products, which enables business-to-business connectivity across a metropolitan area and is available to large, medium and small companies. These products, called Native Local Area Network ("Native LAN" or "NLAN") services, are high-speed, flexible solutions designed to deliver customers up to 100 times faster connection speeds at lower prices than traditional networks can offer.

Ethernet is a technology that is already understood, employed by many businesses, and has the potential to combine quality of service, restoration and high bandwidth into a single customer solution that provides scalable, flexible and low-cost metropolitan area data services. Since most enterprises deploy Ethernet LANs at each of their locations, it makes sense that the networks that carry traffic

between LANs reflect the enterprise architecture. Extending the corporate LAN over the metropolitan area represents a natural network solution.

Businesses require a metro solution that combines the attractive features of legacy technologies (restoration and high bandwidth) with the benefits of Metro Ethernet (low cost, technological familiarity, and scalable bandwidth).

Native LAN bridges the gap between legacy networks and a pure Ethernet metro solution by combining each of their benefits. Next-generation optical platforms provide customers with a migration path for the evolving metropolitan area Ethernet technology.

tw telecom deploys, owns and manages the equipment in DIR's business location and allows you to plug into a familiar interface: IEEE Standard 10M, 100M, 1000M and 10G Ethernet interfaces. Customers can dedicate or share bandwidth between multiple locations using tw telecom's multiple connectivity options. The NLAN product portfolio is positioned to offer customers various levels of service from dedicated SONET-protected bandwidth to shared and oversubscribed bandwidth. They include:

Elite NLAN Services

- Point-to-Point
- Dedicated and non-oversubscribed bandwidth to customer.
- High Availability – line/network protected NLAN service.

Switched NLAN Services

- Switched NLAN (SNLAN)
- Shared and oversubscribed bandwidth to customer.
- Standard Availability - protocol- protected NLAN service.
- Class of Service (CoS) options available.

Extended Native LAN (ENLAN) Overview

tw telecom's Extended NLAN (ENLAN) service is an intermarket Ethernet service that provides a managed end-to-end solution for the customer.

ENLAN is offered over the tw telecom IP Backbone, encapsulating the customer traffic using Layer 2 tunnels as a best effort service. To transport Ethernet frames across the IP Backbone, an Ethernet connection will be made between the NLAN CO Ethernet switch and an aggregation router on the Internet infrastructure. This IP ingress point is responsible for encapsulating Ethernet frames into a Layer 2 logical frame. The customer is responsible for their LAN protocols traversing the long-haul NLAN network.

There are two levels of ENLAN service: Enhanced and Basic. Both of these services are offered in a redundant manner. The redundant offering would mean that an IP Backbone outage would result in packets being rerouted over an alternate path. The enhanced service offering means that capacity for both paths must be reserved for all Enhanced ENLAN customers and a higher Class of Service will be implemented for these customers. The basic service offering means that the Basic ENLAN customer will receive a lower Class of Service if their traffic needs to be rerouted.

Class of Service (CoS)

Customers can also prioritize their own data traffic within their ENLAN connection using optional Class of Service (CoS) features. CoS ensures peak performance of multiple applications that are competing for the same network resources by prioritizing traffic with up to five available classes of service

Metro NLAN is required on each end of the route and that pricing is separate from the ENLAN service and Metro NLAN has its own attributes.

The NLAN product that is ordered with Extended NLAN is a metropolitan area optical Ethernet transport service, which will offer familiar native IEEE standard Ethernet interfaces (10Mbps, 100Mbps, 1000Mbps, 10Gbps) to the customer. This service will allow customers to interact between multiple business locations (and multiple business partners) through reliable and efficient communication of high bandwidth information across a metropolitan area or city. CoS options are also available with Metro NLAN so that traffic can be prioritized end to end throughout your network.

Customers today have a number of solutions, such as Frame Relay, ATM and SONET, which do not always meet the requirements of a rapidly changing business environment. While these technologies collectively provide quality-of-service, restoration and high bandwidth, tw telecom NLAN combines these features into a single solution that provides scalable, flexible and low cost bandwidth, with a technology that customers already deploy and understand. tw telecom will be able to provide customers an efficient migration path on which they can grow their bandwidth.

tw telecom has several types of Native LAN configurations that are offered with ENLAN:

- Elite NLAN (Point-to-Point)
- Enterprise Switched NLAN (Point-to-Point, Multipoint)

Ethernet Line (E-Line) Overview

tw telecom's Ethernet Line (E-Line) service is an inter-market Ethernet service that provides a managed end-to-end solution for the customer.

E-Line is offered over the tw telecom Ethernet backbone, encapsulating the customer traffic using Layer 2 tunnels as either a Shared service or a Dedicated service. To transport Ethernet frames across the Ethernet backbone, an Ethernet connection will be made between the E-Line CO Ethernet switch and an aggregation router on the Internet infrastructure. This IP ingress point is responsible for encapsulating Ethernet frames into a Layer 2 logical frame. The customer is responsible for their LAN protocols traversing the Long-Haul Ethernet network.

The E-Line service can be ordered in both a Shared or Dedicated configuration. By default both configurations are redundant, meaning that an Ethernet Backbone outage would result in packets being rerouted over an alternate path. In a dedicated configuration customers may select to have their Long-Haul portion of their service unprotected and/or their Metro portion unprotected.

The E-Line service is made up of three components; 2 customer User Network Interfaces (UNIs) and a single Ethernet Virtual Circuit (EVC) that logically connects the two customer locations' UNIs.

E-Line can be configured in either a simple point-to-point service or in a point-to-multipoint (hub and spoke) configuration. Point-to-multipoint configuration requires that the hub location UNI be multiplexed to allow for multiple EVCs to be terminated.

The E-Line service can be ordered in a point-to-point configuration that is analogous to a traditional transport service such as a DS-3 or SONET service. This product will utilize Ethernet Private Line (EPL) configurations and will consist of 2 UNIs and a single EVC. The service utilizes dedicated bandwidth across tw telecom's network to deliver the most reliable service available.

The E-Line service can also be ordered in a shared, multiplexed service utilizing an Ethernet Virtual Private Line (EVPL) configuration. This configuration will allow for a customer to have multiple EVCs homed to each UNI. Each EVC still requires two UNIs and is considered a point-to-point service, but customers could have multiple EVCs from diverse locations and UNIs homed to the single UNI. Dedicated or Shared Metro Access can be used and the service is multiplexed.

Regional Ethernet (RLAN) Overview

tw telecom gives you choices for delivering Ethernet traffic between markets. For select inter-market spans, customers can choose between a VPLS IP based service (ENLAN), or Regional Ethernet (RLAN).

RLAN is a dedicated, non-oversubscribed service. It combines the advantages of a private line with Ethernet interface, making it ideal for even the most demanding VoIP, Video, Collaboration or Storage applications.

MPLS Service

An overview of tw telecom's IP VPN (MPLS) and Managed IP VPN services are included below. In addition, tw telecom's Converged Services offer IP VPN as a converged product with Internet and/or voice services.

IP VPN Overview

Businesses everywhere need choices when it comes to their communications services. This is why a growing number of customers are choosing tw telecom's IP VPN solutions. With any-to-any connectivity across the United States, including Hawaii, companies count on the reach of our IP-based network to support the evolution of their business.

tw telecom's IP VPN solution keeps your operations on track, allowing you to seamlessly add any amount of bandwidth where and when you need it. IT staff like it because sites can be added quickly and easily without having to reconfigure routers. Our service also saves money by reducing infrastructure costs because it uses your existing equipment.

Our Multiprotocol Label Switching (MPLS) technology means you experience a fully meshed solution that makes multiple sites act as if they are all in the same location. It also delivers reliable communications and data integrity every time. The technologies around tw telecom's IP VPN service allow traffic to be isolated and segmented from other traffic traveling along the same physical pipes. As with Layer 2 connectivity VPN, there is a 'tunnel' built between two points that traverses a public or proprietary network cloud.

The isolation and segmentation of tw telecom's IP VPN offer delivers many of the same privacy features provided by Primary Virtual Circuits (PVCs) over ATM or Frame Relay. This is a routed connection and requires that the two end points are capable of Layer 3 (Network Layer) decisions and are on different subnets. The two networks are attached via a "nailed up", isolated and segmented connection which traverses the network cloud as one hop, even though many devices may be involved in passing the traffic. This type of VPN is supported by the current network devices that exist today within the tw telecom IP Network and is currently being utilized to support the Voice over IP (VoIP) platform.

IP VPN Services Features and Service Components

- **Premier IP Network Coverage** – National footprint offering city-to-city coverage in key markets over a native IP infrastructure.
- **Any-to-Any Connectivity** – Industry leading, fully meshed MPLS RFC 2547 network offering customizable, configurable deployment options between sites, including any-to-any visibility.
- **Scalability for Growth** – tw telecom's state-of-the-art regional and global infrastructure can scale to meet growing business requirements, or the introduction of new bandwidth-hungry applications.
- **Built-in Security** – MPLS ensures that data inside each IP VPN is separated from other traffic, offering the same level of privacy as traditional Frame Relay and ATM links.
- **Flexible Migration** – Ensures maximum leverage of existing network investments while providing a migration path to future IP-based services.
- **Reliability** – tw telecom's network is monitored around-the-clock by tw telecom's extensive Denver Operations Center which provides real-time problem diagnosis and network restoration in case of an outage.

- **High Performance** – The core device interconnects are primarily at the OC-192 level. Connection speeds are available for up to Gigabit Ethernet (from T-1, NxT-1 or 2 Mbps up to GE 1000Mbps).
- **Multimedia Support** – Provides native support for multimedia applications, including video streaming and VoIP.

Security Services

tw telecom's Private IP service is fully compliant with the industry's RFC 2547 BGP/MPLS VPN recommendation. With MPLS's core functionality, all customers' data is labeled by the core network and separated, ensuring complete privacy inside the shared network environment. Security is built-in at a physical, logical and operational level. Based on widely accepted industry standards, MPLS-based VPNs can offer the same level of security and data integrity as traditional dedicated circuits using Frame Relay or ATM.

Class of Service (CoS)

tw telecom's IP VPN delivers Class of Service (CoS) as an optional add-on service for IP VPN. The IP VPN CoS offering delivers five service classes. The classes are defined as:

- Realtime
- Interactive
- Mission Critical
- Priority
- Best Effort

Based on the customer's overall CoS requirements, a customer can choose from all IP VPN service classes or an individual service class.

When CoS is enabled within an IP VPN, the customer must mark/color their traffic with CoS markings according to Table 1 below.

Service Class	DSCP Name	DSCP Decimal
Realtime Class	CS5	40
	EF	46
Interactive Class	CS4	32
	AF4x	34, 36, 38
Mission Critical Class	CS6	48
	CS7	56
	CS3	24
	AF3x	26, 28, 30
Priority Class	CS2	16
	AF2x	18, 20, 22
Best Effort Class	CS1	8
	AF1x	10, 12, 14
	CS0	0
	All other DSCP markings	

IP VPN will provide CoS treatment based on Differentiated Service Code Points (DSCP) values outlined above in Table 1.

IP VPN will provide DSCP transparency for all customer traffic.

For all traffic that is marked with DSCP settings not identified in Table 1, this traffic will be delivered as Best Effort.

Customer Responsibility for IP VPN

The customer is responsible for correctly marking all packets sent to the IP VPN.

The customer is responsible for queuing/rate-shaping traffic to the IP VPN such that it does not exceed the contracted service rate and conforms to tw telecom burst size on the ingress policers (where policers are applied).

Access Technology

For the delivery of IP VPN CoS, tw telecom will perform different treatments based on the access method that the customer connects to the IP VPN edge (Hagg/PE). The access has been broken down into three separate categories:

- TDM T1
- TDM DS-3 and above
- Metro Ethernet

Real-Time Class Service Guarantee:

- Strict bandwidth guarantee
- Low packet loss
- Low latency
- Low jitter
- Packet delivery priority
- Traffic policing

Interactive Class Service Guarantee:

- Low packet loss, latency and jitter
- Minimum bandwidth guarantee with bursting available to 100% of the sold bandwidth during non-congested periods
- Packet priority based on class hierarchy
- Traffic policing

Mission-Critical Service Guarantee:

- Minimum bandwidth guarantee with bursting available to 100% of the sold bandwidth during non-congested periods
- Packet priority based on traffic class hierarchy
- Traffic policing

Priority Class Service Guarantee:

- Minimum bandwidth guarantee with bursting available to 100% of the sold bandwidth during non-congested periods
- Lower packet priority based on class hierarchy
- Traffic policing

Best Effort Priority Service Guarantee:

- No bandwidth guarantee during congestion
- Lowest packet priority based on class hierarchy

IP VPN – Managed Router Overview

Managed IP VPN (M-IP VPN) router bundles a tw telecom-owned and managed customer premises-based router with tw telecom provided IP VPN service. tw telecom will procure, configure, install and provide on-going management and maintenance of the CPE router at the customer site.

The standard service supports both IP VPN basic (no CoS) and IP VPN Premium (CoS). Managed IP VPN will support customer-side 802.1Q virtual LANs (VLANs) for up to ten (10) VLANs/interface. The Managed IP VPN service provides customers with a single LAN side 10/100/1000 Ethernet interface as a service handoff and point of demarcation. Two active LAN ports may be configured as a non-standard request (additional charges apply).

M-IP VPN is available with T-1, Bonded T-1 (up to 8xT-1), DS-3 (full & frac), 10/100/1,000 Mbps Ethernet. Customers may have a mix of managed and unmanaged sites (e.g. not all sites need to be managed by tw telecom).

The standard M-IP VPN service is based on the Adtran NetVanta platform of modular access routers and includes equipment tw telecom provides at the customer site(s) that is installed solely for tw telecom's use in providing the service. tw telecom retains ownership of Managed CPE and software. The tw telecom CPE is provided under the terms specified in the standard IP VPN Service Order Form (SOF).

tw telecom provides on-site installation, test and turn up support for both the initial router installation and (if required) for hardware maintenance. tw telecom will physically stage and logically configure the router, then ship the router to the customer location. At the scheduled service activation time, tw telecom's service partner will unpack and physically install the router. The partner technician will work with tw telecom's service activation team to validate the service is fully operational before leaving.

Management and Maintenance

tw telecom procures, configures, field tests, installs and provides on-going management and maintenance of the M-IP VPN router. The basic elements associated with router management and maintenance include:

On-Going CPE Management: As required, tw telecom will conduct on-going management and maintenance of the CPE router to include, but not limited to, keeping equipment warranties up-to-date, router code upgrades and/or installing patch releases as needed.

Around-the-Clock CPE Maintenance and Replacement: Should the tw telecom Network Operations Center (NOC) determine that a trouble issue is the result of a CPE hardware failure, a partner field technician will arrive at the service location with a replacement CPE within four (4) hours after determination by the NOC of a hardware failure.

Private Line Service**Local Transport Services Overview**

tw telecom Transport service provides multi-service, high-capacity access between designated premises and/or a tw telecom co-location facility over tw telecom-owned and provisioned equipment.

Dedicated Transport services are provided over the most advanced, fiber optic network available today providing customers with the highest quality, reliability and security possible. The entire usable bandwidth for each service is available to customers for their exclusive use 24x7. The total Pri-

vate Network Transport (PNT) bandwidth is dedicated to a single customer and is available locally in a tw telecom city.

Interface Options:**DS-1**

DS-1 service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Binary 8 Zero Substitution, and either Superframe (D4) or Extended Superframe (ESF) formats. DS-1 service has the equivalent capacity of 24 Voice Grade Services or 24 DS0 Services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64Kbps channels.

DS-3

DS-3 service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS-3 service has the equivalent capacity of 28 DS-1 Services at 1.544 Mbps or 672 Voice Grade Services or 672 DS0 Services at 56/64 Kbps. Synchronous Transport Signal (STS) is not a standard Interface offering.

OC-3

OC-3 service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155.520 Mbps. OC-3 service may be configured with one OC-3c (concatenated), up to three STS-1's, or with combinations of asynchronous DS-3 or DS-1 (VT1.5) payload mapping.

OC-3c

OC-3c service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 155.520 Mbps.

OC-12

OC-12 service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.080 Mbps. OC-12 service may be configured with up to four OC-3's, up to 12 STS-1's, or up to 12 asynchronous DS-3 payload mapping. DS-1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

OC-12c

OC-12c service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 622.080 Mbps.

OC-48

OC-48 service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2.488 Gbps. OC-48 Service may be configured with up to four OC-12's, up to 16 OC-3's, up to 48 STS-1's, or up to 48 asynchronous DS-3 payload mapping. DS-1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

OC-48c

OC-48c service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 2.488 Gbps.

Wavelength Services

tw telecom Wavelength services are a Wavelength Division Multiplexing (WDM) fiber optic communications system. The system provides arbitrary connections between nodes using wavelength specific communication channels in 2.5G (2.488 Gbps) and 10G (9.952 Gbps) “LAMBDA.”

tw telecom Wavelength services provide our customers with greater choices, today and in the future. Utilizing DWDM technology, tw telecom provides 2.5G and 10G interfaces. Standard wavelengths are offered as a 2-fiber drop to the customer with tw telecom providing either a ‘protected’ or ‘unprotected’ pathway on the network. Optional 4-fiber interfaces allow the customer’s equipment to protect the pathway. Regardless of option, each system is proactively monitored 24 hours-a-day, 7 days per week by tw telecom’s Denver Operations Center. Wavelength services can include the option of a ‘transparent pathway’, allowing visibility of the customers’ equipment from end-to-end. This enhancement gives customers greater flexibility than current SONET services. With the future of optical networking growing, tw telecom is leading the industry in meeting the needs of our customers.

2.5G

2.5G service is a clear channel, bi-directional, synchronous, point-to-point optical service with a line rate of 2.488 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of a multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

10G

10G service is a clear channel, bi-directional, synchronous, point-to-point optical services with a line rate of 9.952 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

Private Ring Service

Private Ring service is a custom designed, high-capacity service that delivers dedicated capacity between multiple locations over a private reserved path for the Customer's exclusive use. Private ring service customers can also connect standard tw telecom’s Dedicated Capacity Wavelength Services to your private ring.

Small Office/Home Office Internet Service

In addition to Internet Access described below, tw telecom’s Converged Services include Internet Access along with Voice or IP VPN services. Please refer to Section 3.9 – Emerging Services for an overview of tw telecom’s Converged Services.

Internet Access Overview

When the tw telecom circuit is installed, it is the customers’ router that traditionally prefers our Internet service over our Tier 1 rivals. Here’s why: Tier 1 ISPs and large international ISPs typically only peer with other Tier 1 ISPs. Since there is a limited number of Tier 1 ISPs, they do not have many peering arrangements. As they pass traffic to each other to get it where it needs to go, it requires packets to traverse extra connections (hops) which usually adds latency or delay. As an analogy to the airline industry, the Tier 1 ISPs can only take you to the major hubs, and rely on other carriers like tw telecom to get you to the smaller cities.

If an ISP is handed traffic from one of its customers, it looks at the destination address of the packet(s) and decides which path to that destination is best (however defined). The most direct path is almost always the best way. Therefore, the more options or network paths that an ISP has, the better the service is likely to be. An ISP (of which tw telecom is one), establishes these paths by partnering with other ISPs to pass the traffic (called peering arrangements). It is the result of tw tele-

com's design and strong peering arrangements with regional, national, and international networks, that tw telecom's IP network is world-class.

Internet Product Options

tw telecom offers a comprehensive suite of high-quality, high-speed Internet options -- traditional connections (TDM) from T-1 through OC-48 and Ethernet connections from 10Mbps ports to 10Gbps ports.

Traditional Internet Services Include:

- T-1 - 1.5 Mbps
- NxT1 (multiple bonded T1s) – 3 Mbps to 12 Mbps
- DS-3 - 2 Mbps to 10 Mbps in 2 Mbps increments, 10 Mbps to 45 Mbps in 5 Mbps increments
- OC-3 - 35 Mbps to 95 Mbps in 10 Mbps increments, 100 Mbps to 150 Mbps in 25 Mbps increments, plus 155 Mbps
- OC-12 - 125 Mbps to 250 Mbps in 25 Mbps increments, 250 Mbps to 600 Mbps in 50 Mbps increments, plus 622 Mbps
- OC-48 – 1 Gbps, 1.5 Gbps, 2 Gbps, 2.488 Gbps

Ethernet Internet Services Include:

- Ethernet 10 Mbps - 2 Mbps to 10 Mbps in 2 Mbps increments
- Ethernet 100 Mbps - 2 Mbps to 10 Mbps in 2 Mbps increments, 10 Mbps to 100 Mbps in 5 Mbps increments
- Ethernet 1Gbps - 50M to 1000M in 10M increments to 100M, 25M increments to 250M, 50M increments to 1000M
- 250 Mbps in 25 Mbps increments, 250 Mbps to 1 Gbps in 50 Mbps increments
- Ethernet 10Gbps – 1 Gbps to 10 Gbps in 500Mbps increments

Available Internet Features:

- Service Level Agreements are standard with all tw telecom Internet services
- Primary DNS (for up to 10 domains)
- Secondary DNS available at no charge (up to 50 domains)
- IP address space with proper justification
- Around-the-clock trouble shooting (excludes Customer's equipment)
- News services
- Bandwidth utilization reports
- Backup mail service
- BGP peering

Available services at an additional charge:

- Managed Router Service
- Managed Firewall
- Distributed Denial of Service (DDoS)
- Shared Web/Email Hosting

Converged Service Overview

Converged Service provides businesses with the ultimate in flexibility, simplicity and efficiency by allowing them to combine SIP-based Voice services, Internet Access, Security and IP VPN into a single, fully managed solution. As with all tw telecom services, Converged Services are backed by tw telecom's superior customer experience and delivered via our world-class national fiber network.

Converged Services can be purchased as 1 of 4 bundles depending on your specific needs:

- Voice and Internet (single site application)
- Voice and IP VPN (multi-site application)
- Voice and IP VPN and Secure Internet Access (multi-site application)
- IP VPN and Secure Internet Access (multi-site application)

You may choose from a wide range of connectivity options to meet the needs of each of your sites: T-1, NxT-1, DS-3, OC-3, 10/100/1000 Ethernet. Bandwidth is dynamically allocated between each service with priority always going to voice. All hardware is fully managed and network connections are proactively monitored.

Voice service can include lines and digital trunks or PRI. Voice service is handed off via traditional TDM interfaces and includes a full set of features, as well as free calling to any other tw telecom voice customer.

Premium Services

tw telecom has two product offerings in the Managed Services category: Managed Internet Services and Managed IP VPN Services.

Internet - Managed Router Overview

Managed Internet Router bundles a tw telecom-owned and managed Customer Premise Equipment (CPE) router with tw telecom provided Internet Access service. This is not a resale or lease-to-own service.

The tw telecom Internet Access circuits terminate into the tw telecom-provided CPE router, and represents the point of service demarcation between the tw telecom WAN and customer LAN. The standard service provides the customer with a single LAN-side Ethernet port.

tw telecom procures, configures, installs and provides on-going maintenance for the CPE router at the customer site. The basic elements associated with router maintenance are as follows:

- ***Around-the-Clock Monitoring, Fault Management and Resolution:*** tw telecom proactively monitors the CPE routers. In the event of a service outage or issue, tw telecom will begin trouble isolation and resolution steps.
- ***On-Going CPE Maintenance:*** tw telecom will conduct on-going maintenance of the CPE router including, but not limited to, keeping equipment warranties up-to-date, router code upgrades and/or installing patch releases as needed via the standard maintenance window process. The standard method is in-band management.
- ***Equipment Maintenance:*** Should the tw telecom network operations center determine that a trouble issue is the result of a hardware failure, a tw telecom Field Operations technician and a replacement unit will arrive at the customer location within the next business day (between 8:00 am to 5:00 pm local time) after determination by tw telecom of a hardware failure.

IP VPN – Managed Router Overview

Managed IP VPN (M-IP VPN) router bundles a tw telecom-owned and managed customer premises-based router with tw telecom provided IP VPN service. tw telecom will procure, configure, install and provide on-going management and maintenance of the CPE router at the customer site.

The standard service supports both IP VPN basic (no CoS) and IP VPN Premium (CoS). Managed IP VPN will support customer-side 802.1Q virtual LANs (VLANs) for up to ten (10) VLANs/interface. The Managed IP VPN service provides customers with a single LAN side 10/100/1000 Ethernet interface as a service handoff and point of demarcation. Two active LAN ports may be configured as a non-standard request (additional charges apply).

M-IP VPN is available with T-1, Bonded T-1 (up to 8xT-1), DS-3 (full & frac), 10/100/1,000 Mbps Ethernet. Customers may have a mix of managed and unmanaged sites (e.g. not all sites need to be managed by tw telecom).

The standard M-IP VPN service is based on the Adtran NetVanta platform of modular access routers and includes equipment tw telecom provides at the customer site(s) that is installed solely for tw telecom's use in providing the service. tw telecom retains ownership of Managed CPE and software. The tw telecom CPE is provided under the terms specified in the standard IP VPN Service Order Form (SOF).

tw telecom provides on-site installation, test and turn up support for both the initial router installation and (if required) for hardware maintenance. tw telecom will physically stage and logically configure the router, then ship the router to the customer location. At the scheduled service activation time, tw telecom's service partner will unpack and physically install the router. The partner technician will work with tw telecom's service activation team to validate the service is fully operational before leaving.

PRICING FOR SERVICES INCLUDED IN ATTACHED TABLES

— End of Exhibit C —

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

Exhibit D. Performance Management

Exhibit D. Performance Management

Contents of *Exhibit D Performance Management* follow:

Article 1. Introduction.....	D-3
Article 2. Performance Management Contractual Principles.	D-3
Article 3. Methodology for Updating Associated Attachment D-1.....	D-4
Article 4. Documents Referenced in <i>Exhibit D</i>	D-5
Attachment D-1. Tables reflecting SLAs per Service Awarded.	D-6

Article 1. Introduction.

The purpose of *Exhibit D* is to comprehensively address the agreed-upon Performance Management for delivery of awarded Services and non-operational contract management obligations.

Article 2. Performance Management Contractual Principles.

Exhibit D Performance Management addresses the following principles:

- (a) Credit Assessments.
 - (1) The Vendor will perform its Services as specified in the CTSA. This expectation is reasonable, within normally acceptable business practices, and in the best interests of the State and the Customers.
 - (2) DIR has chosen to address a majority of the risks related to Vendor performance through the assessment of Credits against Rates To DIR and Prices for Services. The Credits provisions described below are negotiated based on Vendor's Response to the RFO. The following provisions form the basis for assessing Credits:
 - (A) If the Vendor does not fulfill its Services as specified under the CTSA, DIR and the Customers will be damaged;
 - (B) Establishing the precise amount or value of such damage would be difficult to quantify;
 - (C) Except as otherwise provided in the CTSA, Credits will start to accumulate immediately following the end of the Service billing period in which an applicable SLA was not met; notice of a Deficiency may be communicated in one of three ways: Vendor reports the Deficiency in its monthly SLA Non-compliance Report, *Exhibit E, Attachment E-5* hereto; DIR notifies the Vendor of such Deficiency based on its independent information; or, the affected Customer notifies DIR and the Vendor of such Deficiency based on its experience with the Service.
 - (3) In all instances in which the delay or failure to perform is caused by a *Force Majeure* Event or other event which excused performance under the terms of the CTSA, Credits will not be assessed, and the calculation of performance will be adjusted for the periods of delay caused by such *Force Majeure* Event or excused under the terms of the CTSA.
- (b) Service Level Agreements.
 - (1) Vendor will comply with the performance criteria outlined in this *Exhibit D*.
 - (2) For each Service, Vendor and DIR have agreed on acceptable SLAs and acceptable Credits associated with failure to deliver on each SLA, as set forth in *Attachment D-1*. DIR and the Vendor will review all of the SLAs on an annual basis.
 - (3) All proposed plans and mechanisms to be used for reporting shall be subject to approval by DIR and all approved SLAs will be governed by the *Exhibit B Terms and Conditions*, as well as any special provisions agreed upon by DIR, Customer and the Vendor with respect to each SLA and/or TEX-AN NG Customer Services Agreement.
- (c) DIR Credits.

- (1) Each failure of the Vendor to comply with non-operational contract management obligations under the CTSA may be deemed a Deficiency by DIR. By way of example, and not as a limitation, the Parties agree that the following acts are Deficiencies: failure to timely submit Plans and Reports as required by the CTSA. For each Deficiency, after notice and an opportunity to cure, in accordance with *Exhibit B, Section 11.02 (b)* of the CTSA, DIR may assess a remedy as set forth in *Exhibit B, Section 11.02 (d)* of the CTSA, one of which is the assessment of a DIR Credit against the Vendor. The Parties agree that in every instance in which DIR chooses to assess a DIR Credit, the amount shall not exceed \$500 per day per Deficiency.
 - (2) Due dates for the Initial Drafts and Final Drafts of the Management Plans are specified in *Exhibit F Plans*.
- (d) Service Instance Performance.
- The Vendor will measure SLAs per Service as defined below, and report on performance as described in *Exhibit E Reporting*.
- Per Service, as applicable:
- (1) Mean Time to Repair
 - (2) Service Availability
 - (3) Latency
 - (4) Packet Delivery rate
 - (5) Jitter
 - (6) Chronic Outage
- (e) Reports.
- Tailored remedies as described in *Exhibit B, Section 11.02*, may be used by DIR if the Vendor fails to produce and submit all required reports according to the schedule provided in *Attachment E-1 Reports Schedule*. Vendor will not be liable for any failure or delay in performing its obligations under this Section if such failure or delay is due to *Force Majeure* Events. Additional reporting may be required by DIR in accordance with *Exhibit E Reporting*.
- (f) Reporting on Performance Management
- All plans and mechanisms to be used for reporting shall be subject to approval by DIR.

Article 3. Methodology for Updating Associated Attachment D-1.

Attachment D-1 sets forth the actual SLAs per Service and as related to Vendor business functions.

- (a) Recommendations.
- Either DIR or Vendor may submit to the other Party a recommendation for changes to *Attachment D-1*. Such recommendation will be in writing and will
- (1) Specifically identify the portion or portions of *Attachment D-1* to be changed,
 - (2) Include the specific information to be changed and/or descriptions to be altered in *Attachment D-1*, and
 - (3) Identify the reasons for the proposal and anticipated revenue impact from the change or repercussions for failure to adopt the change. A copy of the recom-

mendation will be provided to DIR and the Vendor. The parties will use electronic communications to submit, review and implement changes to *Attachment D-1*. *Attachment D-1* changes shall be provided to Customers via the Vendor's webpage and TEX-AN NG webpage.

(b) Review and Input.

- (1) DIR will determine whether input on the recommendation from other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any Customer, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 10 Business Days from the date of the recommendation.
- (2) DIR and Vendor will each receive a copy of the written input from the Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the Customers.

(c) Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to *Attachment D-1*, as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor. The revised *Attachment D-1* will be posted in a location agreed to by Vendor and DIR. Revisions may be in the form of electronic records of the new SLAs for changes to *Attachment D-1*. Vendor shall update its webpage accessible to Customers immediately to have the revised portions of the Attachment available to Customers as soon as possible.

(d) Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution.

Article 4. Documents Referenced in *Exhibit D Performance Management*.

Section 4.01 Attachments to *Exhibit D*.

Attachment D-1 is associated with *Exhibit D Performance Management*.

Section 4.02 *Exhibit D* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit D Performance Management*.

Section 4.03 Other Referenced Documents in *Exhibit D*

The following documents have been referenced in *Exhibit D Performance Management*:

Other Referenced Documents in <i>Exhibit D</i>	Description and Contents
<i>Exhibit E Reporting</i>	Comprehensively addresses reporting requirements.
<i>Exhibit F Plans</i>	Comprehensively addresses Management Plans.

Attachment D-1. Tables reflecting SLAs per Service Awarded.

The tables in *Attachment D-1* set forth the actual SLAs per Service and as related to Vendor business functions.

— End of Exhibit D —

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

Exhibit E. Reporting

Exhibit E. Reporting

Contents of *Exhibit E Reporting* follow:

Article 1. Introduction.....	E-3
Article 2. Reporting Contractual Principles.	E-3
Article 3. Frequency of Reports.....	E-5
Article 4. Methodology for Updating Reporting Requirements.	E-5
Article 5. Documents Referenced in <i>Exhibit E</i>	E-5
Attachment E-1. Reports Schedule.....	E-6

Article 1. Introduction.

- (a) The purpose of *Exhibit E Reporting* is to comprehensively address agreed-upon reporting requirements for the CTSA.
- (b) *Exhibit E Reporting* provides the following:
 - (1) Reporting Contractual Principles
 - (A) General Reporting Principles
 - (B) Ad hoc Reporting
 - (2) Frequency of reports
 - (3) Methodology for Updating Reporting Requirements

Article 2. Reporting Contractual Principles.

Exhibit E Reporting addresses the following contractual principles:

Section 2.01 General Reporting.

- (a) The Vendor will provide routine and ad hoc reporting as required in a form and format approved by DIR.
- (b) DIR has the option of requesting special analyses, reports, and reviews from the Vendor. Examples include ad hoc system engineering analyses and project-specific reports. Such requests will be limited in number and scope through a process created by DIR and Vendor management so that they are not open-ended or an undue burden on the Vendor.
- (c) DIR may use staff or contractors, including third-party auditing contractors and third-party Independent Verification and Validation contractors to review reports provided by the Vendor. DIR will ensure that any person or third-party company granted access to Vendor information handles such information securely and appropriately.
- (d) The costs of assembling, reporting, and explaining data to DIR is on the Vendor. If practicable, reports will be designed with the flexibility to be readily modified as functional and reporting requirements change.
- (e) The format and media type for each report will be determined in cooperation between DIR and the Vendor. Vendor will provide access to data in a raw format wherever possible and agreed to by both Parties.
- (f) Vendor may disclose certain financial and confidential information to DIR and such information shall be subject to the Confidential provisions of the CTSA and in certain instances a Non Disclosure Agreement may be required.
- (g) Vendor will provide a real-time, web accessible reporting dashboard. Vendor will consult with DIR to establish the final content of the dashboard. In addition to the Web-based reporting dashboard, the Vendor will provide regular, scheduled reports, as identified below and further described in the RFO, including:
 - (1) Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B
 - (2) After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D
 - (3) Trouble Ticket Report, RFO Section 3.5.B.3.b
 - (4) Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A
 - (5) SLA Non-Compliance Report, RFO Section 4.5.3.1.B
 - (6) Local Services Sales Report, RFO Section 4.5.3.1.C

- (7) SOHO Sales Report, RFO Section 4.5.3.1.D
- (8) Number not assigned
- (9) Marketing Report, RFO Section 4.5.3.1.F
- (10) Weekly Electronic Status Report, RFO Section 4.7.3.1
- (11) Status for Projects by Customer Report, RFO Section 4.7.3.2
- (12) HUB Subcontractor Report, Contract *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.
- (13) Direct Sales Transactions Reports, Contract Front End, *Article 5*
- (14) ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (15) ~~Security Incident reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (16) ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (17) ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (18) ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (19) ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (20) ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (21) ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (22) ~~Ad hoc reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (23) ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (24) ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (25) ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**
- (26) ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.c)~~ **NOT APPLICABLE TO THIS CONTRACT**

Section 2.02 Ad Hoc Reporting.

- (a) DIR may examine any work, process, procedure, and/or Service produced by the Vendor under the CTSA.
- (b) DIR will observe and gather data from all governance processes that determine Services to be performed by the Vendor. This includes:
 - (1) Visibility into governance processes in which DIR does not directly participate; and/or
 - (2) Governance processes internal to the Vendor and governance processes through which Services are negotiated with, approved by, and monitored by Customers shall be reasonably provided by the Vendor.

- (3) The Vendor will catalog and maintain all mutually agreed to documentation that is associated with performing Services under the CTSA in an electronic document repository. This does not include access to notes of individual Vendor staff members, such as meeting notes or status reports to Vendor management.
- (4) Vendor will provide upon DIR request an electronic copy of any document developed as part of performing Services under the CTSA, including documents that are considered working papers, drafts, or non-deliverable products. Examples include architecture documents, Project notes, and Project artifacts.

Section 2.03 Reporting Timelines.

- (a) The Vendor will provide regular, scheduled reports according to *Attachment E-1 Reports Schedule*.
- (b) DIR may assess tailored remedies, as allowed under *Exhibit B, Terms and Conditions, Section 11.02* if the Vendor fails to produce and submit all required reports according to the schedule provided in this Exhibit.

Article 3. Frequency of Reports.

Vendor will provide specific, regular reports as identified in this Exhibit.

Article 4. Methodology for Updating Reporting Requirements.

The parties shall use the contract amendment process described in *Section 7.01 Amendments and Modifications*, of *Exhibit B Terms and Conditions*, to document changes to this Exhibit.

Article 5. Documents Referenced in *Exhibit E Reporting*.

Section 5.01 Attachments to *Exhibit E*.

Attachment E-1 Reports Schedule is associated with *Exhibit E Reporting*.

Section 5.02 *Exhibit E* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit E Reporting*.

Section 5.03 Other Referenced Documents in *Exhibit E*.

The following documents have been referenced in *Exhibit E Reporting*:

Other Referenced Documents in <i>Appendix E</i>	Description and Contents
<i>Exhibit F Plans</i>	Comprehensively addresses Management Plans for CTSA.

Attachment E-1. Reports Schedule.

Reports are required as circumstances warrant as more particularly described in the RFO, unless the frequency is indicated below:

- E-1 Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B
- E-2 After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D
- E-3 Trouble Ticket Report, RFO Section 3.5.B.3.b
- E-4 Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A
- E-5 SLA Non-Compliance Report, RFO Section 4.5.3.1.B
- E-6 Local services Sales Report, RFO Section 4.5.3.1.C
- E-7 SOHO Sales Report, RFO Section 4.5.3.1.D
- E-8 Number not assigned
- E-9 Marketing Report, RFO Section 4.5.3.1.F
- E-10 Weekly Electronic Status Report, RFO Section 4.7.3.1
- E-11 Status for Projects by Customer Report, RFO Section 4.7.3.2
- E-12 HUB Subcontractor Report, CTSA *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.
- E-13 Direct Sales Transactions Reports, Contract Front End, *Article 5*
- E-14 ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-15 ~~Security Incident Reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-16 ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-17 ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-18 ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-19 ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-20 ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-21 ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-22 ~~Ad hoc reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-23 ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-24 ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**
- E-25 ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**

E-26 ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.c).~~
NOT APPLICABLE TO THIS CONTRACT

— End of Exhibit E —

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

Exhibit F. Plans

Exhibit F. Plans

Contents of *Exhibit F Plans* follow:

Article 1. Introduction.....	F-3
Article 2. Contractual Principles.	F-3
Article 3. Methodology for Updating Associated Plans.	F-4
Article 4. Documents Referenced in <i>Exhibit F</i>	F-4
Attachments F-1 through F-21.	F-8

Article 1. Introduction.

The purpose of *Exhibit F Plans* is to comprehensively address agreed-upon CTSA Management Plans.

Article 2. Contractual Principles.

Exhibit F Plans addresses the following principles:

- (a) The Vendor is responsible for Services delivered under the CTSA.
- (b) The Vendor shall demonstrate strong project management practices.
- (c) The Vendor shall create, maintain, implement, and update management plans in accordance with this Exhibit.
- (d) Initial and final drafts of the management plans are to be submitted to DIR for approval within the timeframes specified in Table 2 of *Section 4.02, Plans and Time-lines Associated with Exhibit F*.
- (e) The Vendor will provide updated management plans annually or as requested by DIR.
- (f) The Management Plans, which were included in Vendor's Response to the RFO and have been negotiated for incorporation into the CTSA, include:
 - (1) Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C
 - (2) Capacity Management Plan, RFO Section 3.1.1.1.D
 - (3) Security Disaster Recovery/Business Continuity Plan, RFO Section 3.6.C
 - (4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (7) Service Delivery Implementation Plan, RFO Section 4.1.1.1
 - (8) Marketing Plan, RFO Section 4.1.1.1.I
 - (9) Service Delivery Management Plan, RFO Section 4.1.2.1
 - (10) Order Process Implementation Plan, RFO Section 4.2.1.1
 - (11) Order Process Management Plan, RFO Section 4.2.2.1
 - (12) Change Management Implementation Plan, RFO Section 4.3.1.2
 - (13) Change Management Plan, RFO Section 4.3.2.1
 - (14) Inventory Management Implementation Plan, RFO Section 4.4.1.1
 - (15) Ongoing Inventory Management Plan, RFO Section 4.4.2.1
 - (16) Help Desk Implementation Plan, RFO Section 4.5.1.1
 - (17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1
 - (18) Billing Plan, RFO Section 4.6.2
 - (19) Program Management Plan, RFO Section 4.7.1.
 - (20) Ongoing Program Management Plan, RFO Section 4.7.2., and

(21) Disentanglement Plan, *Exhibit B Terms and Conditions, Section 11.06.*

Article 3. Methodology for Updating Associated Plans.

Section 3.01 Recommendations.

Either DIR or Vendor may submit to the other Party a recommendation for changes or additions to Plans. Such recommendation will be in writing and will:

- (a) Specifically identify the portion or portions of the Plan to be changed,
- (b) Include the specific language to accomplish the proposed change, and
- (c) Identify the reasons for the proposal and anticipated improvements from the change or repercussions for failure to adopt the change. A copy of the recommendation will be provided to DIR and the Vendor.

Section 3.02 Review and Input.

DIR will determine whether input on the recommendation from any other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any other Customers, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 60 Business Days from the date of the recommendation.

DIR and Vendor will each receive a copy of the written input from the other Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the other Customers.

Section 3.03 Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to the Plan, as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor and the revised Plan will be posted in a location agreed to by Vendor and DIR.

An approved Plan revision resulting in a substantial change to CTSA operations may trigger a formal amendment process.

Section 3.04 Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution.

Article 4. Documents Referenced in *Exhibit F Plans*.

Section 4.01 Attachments to *Exhibit F*.

Once accepted by DIR, the final version of the following attachments will be incorporated as part of *Exhibit F Plans*:

Attachments to <i>Exhibit F</i>	Description and Contents
<i>Attachment F-1 Network to Network Interface Plan</i>	Per Section 3.1.1.1.C of the RFO and as negotiated between the Parties.
<i>Attachment F-2 Capacity Management Plan</i>	Per Section 3.1.1.1.D of the RFO as negotiated between the Parties.

Attachments to <i>Exhibit F</i>	Description and Contents
<i>Attachment F-3 Security Disaster Recovery/Business Continuity Plan</i>	Per Section 3.6.C of the RFO, as negotiated between the Parties
<i>Attachment F-4 NOC Implementation Plan</i> NOT APPLICABLE TO THIS CONTRACT	Per Section 3.7.B.1 of the RFO as negotiated between the Parties.
<i>Attachment F-5 NOC Management Plan</i> NOT APPLICABLE TO THIS CONTRACT	Per Section 3.7.B.2 of the RFO as negotiated between the Parties
<i>Attachment F-6 Controlled Penetration Testing (CPT) Management Plan</i> NOT APPLICABLE TO THIS CONTRACT	Per Section 3.6.4.B.3 of the RFO as negotiated between the Parties.
<i>Attachment F-7 Service Delivery Implementation Plan</i>	Per Section 4.1.1.1 of the RFO as negotiated between the Parties.
<i>Attachment F-8 Marketing Plan</i>	Per Section 4.1.1.1.I of the RFO as negotiated between the Parties.
<i>Attachment F-9 Service Delivery Management Plan</i>	Per Section 4.1.2.1 of the RFO as negotiated between the Parties.
<i>Attachment F-10 Order Process Implementation Plan</i>	Per Section 4.2.1.1 of the RFO as negotiated between the Parties.
<i>Attachment F-11 Order Process Management Plan</i>	Per Section 4.2.2.1 of the RFO as negotiated between the Parties.
<i>Attachment F-12 Change Management Implementation Plan</i>	Per Section 4.3.1.2 of the RFO as negotiated between the Parties.
<i>Attachment F-13 Change Management Plan</i>	Per Section 4.3.2.1 of the RFO as negotiated between the Parties.
<i>Attachment F-14 Inventory Management Implementation Plan</i>	Per Section 4.4.1.1. of the RFO as negotiated between the Parties.
<i>Attachment F-15 Ongoing Inventory Management Plan</i>	Per Section 4.4.2.1 of the RFO as negotiated between the Parties.
<i>Attachment F-16 Help Desk Management Plan</i>	Per Section 4.5.1.1 of the RFO as negotiated between the Parties.
<i>Attachment F-17 Ongoing Help Desk Management Plan</i>	Per Section 4.5.2.1 of the RFO as negotiated between the Parties.
<i>Attachment F-18 Billing Plan</i>	Per Section 4.6.2 of the RFO as negotiated bwtween the Parties.
<i>Attachment F-19 Program Management Plan</i>	Per Section 4.7.1. of the RFO as negotiated between the Parties.
<i>Attachment F-20 Ongoing Program Management Plan</i>	Per Section 4.7.2. of the RFO as negotiated between the Parties.
<i>Attachment F-21 Disentanglement Plan</i>	Per <i>Section 11.06, Exhibit B, Terms and Conditions</i> of the Contract.

Section 4.02 Exhibit F Associated Plans and Timelines.

The following plans and timelines are associated with *Exhibit F Plans*:

Table 1: Exhibit F Plans Associated Plans and Timelines

<i>Exhibit F Associated Plans and Timelines</i>	Initial Draft Due	Final Draft Due	Updates
<i>Attachment F-1 Network to Network Interface Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-2 Capacity Management Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-3 Security Disaster Recovery/Business Continuity Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-4 NOC Implementation Plan</i> NOT APPLICABLE TO THIS CONTRACT	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-5 NOC Management Plan</i> NOT APPLICABLE TO THIS CONTRACT	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-6 Controlled Penetration Testing (CPT) Management Plan</i> NOT APPLICABLE TO THIS CONTRACT	Submitted with the Response.	No later than 30 days after Effective Date.	Semi-annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-7 Service Delivery Implementation Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-8 Marketing Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-9 Service Delivery Management Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-10 Order Process Implementation Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-11 Order Process Management Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-12 Change Management Implementation Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
<i>Attachment F-13 Change Management Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.

<i>Exhibit F</i> Associated Plans and Timelines	Initial Draft Due	Final Draft Due	Updates
<i>Attachment F-14 Inventory Management Implementation Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
<i>Attachment F-15 Ongoing Inventory Management Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
<i>Attachment F-16 Help Desk Management Plan</i>	Submitted with the Response	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
<i>Attachment F-17 Ongoing Help Desk Management Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
<i>Attachment F-18 Billing Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
<i>Attachment F-19 Program Management Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
<i>Attachment F-20 Ongoing Program Management Plan</i>	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
<i>Attachment F-21 Disentanglement Plan</i>	As required by Section 11.06 of the Contract.	N/A	N/A

Section 4.03 Other Referenced Documents in *Exhibit F*.

No other documents are referenced in *Exhibit F Plans*.

Attachments F-1 through F-21.

— End of Exhibit F —

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

Exhibit G. Insurance

Exhibit G. Insurance

Contents of *Exhibit G Insurance* follow:

Article 1. Introduction.....	G-3
Article 2. Insurance Contractual Principles.	G-3
Article 3. Methodology for Updating Associated <i>Exhibit G</i> Attachments and Plans.	G-4
Article 4. Documents Referenced in <i>Exhibit G</i>	G-4
Attachment G-1. Vendor’s Certificate of Insurance.	G-5

Article 1. Introduction.

The purpose of *Exhibit G Insurance* is to address the Vendor Insurance requirements for the CTSA.

Article 2. Insurance Contractual Principles.

- (a) Vendor agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance with the specified minimum limits of liability during the term of this Contract and shall provide proof of such insurance coverage to DIR within five (5) Business Days following the execution of the CTSA. Vendor may not begin performance under the CTSA until such proof of insurance coverage is provided to, and approved by, DIR, in its sole and absolute discretion. All required insurance must be issued by companies whose A.M. Best Company Financial Strength Ratings are at least A – financially rated and duly licensed, admitted, and authorized to do business in the State. DIR will be named as Additional Insured on all required coverage (except for Worker's Compensation coverage). Notwithstanding the foregoing, the parties agree that Vendor's carrier(s) for non-Worker's Compensation and non-Business Automobile Liability coverages may be a company other than one admitted in the State, so long as the company has a minimum A.M. Best Company Financial Strength Rating of A- and complies with all other requirements stated herein. The minimum acceptable insurance provisions are as follows:
 - (1) Commercial General Liability: Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:
 - (A) Blanket contractual liability coverage for liability assumed under the Contract;
 - (B) Independent Contractor coverage;
 - (C) State, DIR and Customer listed as an additional insured;
 - (D) 30-day Notice of Termination in favor of DIR and/or Customer; and
 - (E) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.
 - (2) Workers' Compensation Insurance: Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit, and \$250,000 per disease per employee.
 - (3) Business Automobile Liability Insurance: Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:
 - (A) Waiver of Subrogation;
 - (B) 30-day Notice of Termination; and
 - (C) Additional Insured.

- (b) Similar coverage as described above shall be required from Vendor in each instance in which it agrees to perform work related to Services at a Customer's premises. A certificate of insurance demonstrating compliance with these coverages and listing the Customer as the additional Insured shall be provided to the Customer prior to Vendor commencing work at a Customer's premises.

Article 3. Methodology for Updating Associated *Exhibit G* Attachments and Plans.

There is no need to update *Attachment G-1 Vendor's Certificate of Insurance*. Any changes to insurance will be made at the exhibit level.

Article 4. Documents Referenced in *Exhibit G Insurance*.

Section 4.01 *Exhibit G Insurance Attachments*.

In *Attachment G-1 Vendor's Certificate of Insurance*, Vendor has included its Certificate of Insurance, which sets forth the Vendor's insurance coverage.

Attachments to <i>Exhibit G</i>	Description
<i>Attachment G-1 Vendor's Certificate of Insurance</i>	Vendor's Certificate of Insurance

Section 4.02 Plans Associated with *Exhibit G Insurance*.

There are no plans referenced in *Exhibit G Insurance*.

Section 4.03 Other Referenced Documents in *Exhibit G Insurance*.

There are no other documents referenced in *Exhibit G Insurance*

Attachment G-1. Vendor's Certificate of Insurance.

— End of Exhibit G —

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

Exhibit H. Form of TEX-AN NG Customer Services Agreement

Exhibit H. Form of TEX-AN NG Customer Services Agreement

Contents of *Exhibit H Form of TEX-AN NG Customer Services Agreement* follow:

Article 1. Introduction.....	H-3
Article 2. Contractual Principles.	H-3
Article 3. Methodology for Updating Associated Exhibit Attachment.....	H-3
Article 4. Documents Referenced in <i>Exhibit H</i>	H-4
Attachment H-1. TEX-AN NG Customer Services Agreement.	H-5
Attachment H-2. TEX-AN NG Customer Services Agreement – Standard Terms and Conditions.	H-8

Article 1. Introduction.

The purpose of *Exhibit H Form of TEX-AN NG Customer Services Agreement* is to address the agreed-upon form of the TEX-AN NG Customer Services Agreement.

Article 2. Contractual Principles.

- (a) *Attachment H-1 TEX-AN NG Customer Service Agreement* and *Attachment H-2 TEX-AN NG Customer Service Agreement – Standard Terms and Conditions* are the templates for the Form of TEX-AN NG Customer Service Agreement among Vendor, DIR, and Customer.
- (b) *Attachment H-1 TEX-AN NG Customer Service Agreement* is a template which will be the basis of negotiations with Customers. *Attachment H-2 TEX-AN NG Customer Service Agreement – Standard Terms and Conditions* template contains the terms and conditions between and among the Parties, but is contemplated by the Parties that this template might be adjusted as needed to accommodate the requirements of all Parties to such agreement. The terms and conditions of a TEX-AN NG Customer Service Agreement may be negotiated to meet Customer business needs, so long as the TEX-AN NG Customer Service Agreement terms and conditions do not conflict with or weaken the terms of the CTSA.

Article 3. Methodology for Updating Associated Exhibit Attachment.

Section 3.01 Recommendations.

In addition to negotiations with Customers to reach an acceptable TEX-AN NG Customer Services Agreement, either DIR or Vendor may submit to the other Party a recommendation for changes or additions to *Attachment H-1 TEX-AN NG Customer Service Agreement* and *Attachment H-2 TEX-AN NG Customer Service Agreement – Standard Terms and Conditions*. Such recommendation will be in writing and will:

- (a) Specifically identify the portion or portions of the Attachment to be changed,
- (b) Include the specific language to accomplish the proposed change, and
- (c) Identify the reasons for the proposal and anticipated improvements from the change or repercussions for failure to adopt the change.

Section 3.02 Review and Input.

- (a) DIR will determine whether input on the recommendation from any other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any other Customers, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 10 Business Days from the date of the recommendation.
- (b) DIR and Vendor will each receive a copy of the written input from the other Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the other Customers.

Section 3.03 Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to the Attachment(s), as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor and the revised Attachment(s) will be posted in a location agreed to by Vendor and DIR.

Section 3.04 Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution.

Article 4. Documents Referenced in *Exhibit H Form of TEX-AN NG Customer Services Agreement*.**Section 4.01 Attachments to *Exhibit H*.**

The following attachments are incorporated as part of *Exhibit H Form of TEX-AN NG Customer Services Agreement*:

Attachments to <i>Exhibit H</i>	Description and Contents
<i>Attachment H-1 Form of TEX-AN NG Customer Services Agreement</i>	<i>Attachment H-1 Form of TEX-AN NG Customer Services Agreement</i> and <i>Attachment H-2 Form of TEX-AN NG Customer Services Agreement – Standard Terms and Conditions</i> provide the agreement to be executed by authorized representatives of the Vendor, Customer, and DIR to maximize standardization of the terms and conditions and provide DIR the opportunity for oversight of the contractual relationship between Customer and Vendor.
<i>Attachment H-2 Form of TEX-AN NG Customer Services Agreement – Standard Terms and Conditions</i>	

Section 4.02 *Exhibit H* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit H Form of TEX-AN NG Customer Services Agreement*.

Section 4.03 Other Referenced Documents in *Exhibit H*.

No documents are referenced in *Exhibit H Form of TEX-AN NG Customer Services Agreement*.

Attachment H-1. TEX-AN NG Customer Services Agreement.

TEX-AN NG Customer Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

DIR Contract No. DIR-TEX-AN NG - CSA-ICXXX

TEX-AN NG Customer Services Agreement

This TEX-AN NG Customer Services Agreement is effective as of the date of the last party to sign, (Effective Date), by and between the Texas Department of Information Resources (DIR), TW Telecom of Texas LLC. (Vendor), and _____ (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

Capitalized terms not defined herein shall have the meaning set forth in the CTSA, *Exhibit A*.

BACKGROUND

The TEX-AN NG Program is authorized by Chapter 2170, Texas Government Code, and Services have been procured by compliance with the applicable public procurement laws of the State of Texas. This TEX-AN NG Customer Services Agreement is based on, and subject to, the CTSA between DIR and Vendor dated August 4, 2011, DIR Contract Number DIR-TEX-AN NG CTSA-006, including the TEX-AN NG Customer Services Agreement Standard Terms and Conditions.

AGREEMENT

IN CONSIDERATION of mutual covenants and agreements contained in this TEX-AN NG Customer Services Agreement, DIR, Vendor, and Customer agree as follows:

1. Customer may receive Services provided by Vendor by agreeing to abide by this TEX-AN NG Customer Services Agreement, including the TEX-AN NG Customer Services Agreement Standard Terms and Conditions. The CTSA and this TEX-AN NG Customer Services Agreement represent the entire agreement for access to, and use of, certain Services by Customer. The term of this CSA is from the Effective Date through _____. The Parties understand and agree that notwithstanding any other provision in this TEX-AN-NG-CSA or the CTSA, this CSA shall terminate and expire simultaneously with the expiration and/or termination of the CTSA.
2. Except as provided herein, all Services are provided to Customers through DIR. Certain Services require the execution of this TEX-AN NG Customer Services Agreement. The Services and the related Rates therefore that are subject to the execution of the TEX-AN NG Customer Services Agreement are attached as *Exhibit B*. Specifications and additional terms for these certain Services shall be described in *Exhibit D* to this TEX-AN NG Customer Services Agreement, if ordered by Customer. The Services actually ordered by Customer will be listed in *Exhibit C* and attached hereto, and is incorporated by reference for all purposes into this TEX-AN NG Customer Services Agreement.
3. Authorized Exceptions to *Attachment H-2 TEX-AN NG Customer Services Agreement – Standard Terms and Conditions*:

List, if any, or “None”
4. All notices permitted or required under this TEX-AN NG Customer Services Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one calendar day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five calendar days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

If to DIR: Texas Department of Information Resources
 Attn: Grace Windbigler, Contract Manager for TEX-AN NG

300 W. 15th Street, Suite 1300, Austin, TX 78701

With a copy to: Texas Department of Information Resources,
Communications Technology Services Division
Attn: Carl Marsh, Division Director or his designee
300. W 15th Street, Suite 1300, Austin, Texas 78701

If to Vendor: TW Telecom of Texas LLC.
9229 Waterford Centre Blvd., Suite 100
Austin, TX 78758
Attn: Jenny Rogers

With a copy to: General Counsel for Vendor (Legal Notice)

If to Customer: Customer Address

With a copy to: General Counsel for Customer (Legal Notice)

AGREED AND ACCEPTED:

TW Telecom of Texas LLC.

Texas Department of Information Resources

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Legal: _____

Customer:

By: _____

Print Name: _____

Title: _____

Attachment H-2. TEX-AN NG Customer Services Agreement – Standard Terms and Conditions.

These standard terms and conditions apply to each TEX-AN NG Customer Services Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), Vendor (Vendor) and Customer. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

STANDARD TERMS AND CONDITIONS

1. TEX-AN NG Customer Services Agreement Elements.

- 1.1 The Parties acknowledge and agree that the terms of the CTSA will apply to the TEX-AN NG Customer Services Agreement, and will remain in full force and effect except as may be expressly modified by the terms of a TEX-AN NG Customer Services Agreement or any amendment to the CTSA made in accordance with specific provisions of the CTSA, *Article 7 Contract Amendments*. In the event of any conflict between the terms and conditions of a TEX-AN NG Customer Services Agreement and those of the CTSA, the terms and conditions in the CTSA will govern with respect to the Parties and the Services delivered, unless the TEX-AN NG Customer Services Agreement specifically identifies by section number a clause of the CTSA and indicates that the TEX-AN NG Customer Services Agreement will be controlling.
- 1.2. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, *Sections 7.1 and 7.2* in the TEX-AN NG Customer Services Agreement Terms and Conditions (this document) will control over any expressly conflicting statement contained in the CTSA, if any. The Parties acknowledge the CTSA is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any TEX-AN NG Customer Services Agreement terms and conditions, such amendments will automatically apply to the TEX-AN NG Customer Services Agreement with no further action by the Parties.
- 1.3 TEX-AN NG Customer Services Agreements will continue until terminated as specified therein, and subject to the terms of the CTSA, and Vendor will provide the Services described in the agreed Exhibits to the TEX-AN NG Customer Services Agreement.

2. DIR's Role as Billing Agent.

Customer acknowledges that in order for Vendor to provide Services pursuant to a TEX-AN NG Customer Services Agreement, DIR must be a Party to the TEX-AN NG Customer Services Agreement in order to fulfill its role as billing agent on behalf of Vendor.

3. Certain Services Available to Customer.

Vendor offers a variety of Services which are available to Customer; some of those Services may only be obtained by execution of a TEX-AN NG Customer Services Agreement. The specific list of Services that Vendor is authorized to offer to Customer under this TEX-AN NG Customer Services Agreement are found in *Appendix B* hereto. The specific Services Customer is ordering is contained in *Appendix C* hereto. Additional terms and conditions required by Vendor to provide the ordered Services are contained in *Appendix D* hereto.

4. Rates.

- 4.1 For the Services provided by Vendor, Vendor is entitled to its portion of the Rates set out in *Appendix B* to this TEX-AN NG Customer Services Agreement. A TEX-AN NG Customer Services Agreement shall be modified for the addition of Rates as new Services are included in the TEX-AN NG Customer Services Agreement based on mutual agreement of DIR, Vendor, and Customer.
- 4.2 In its role as billing agent for Vendor, DIR shall bill to Customer the “Rates To DIR,” plus an additional percentage as DIR’s CRF, as authorized by Chapter 2170, Texas Government Code and any applicable telecommunications fees and surcharges. Vendor and Customer acknowledge and agree that DIR shall retain its CRF from the amounts it collects from Customer, prior to paying the net amount to Vendor.

5. Criminal History Background Checks.

Prior to commencement of any Services under this TEX-AN NG Customer Services Agreement, certain Customers may require background and/or criminal history investigation of certain of the Vendor’s employees, agents and Subcontractors who will be providing Services to Customer, per Section 411.1405 of the Texas Government Code, if it possesses legislative authority to require such investigations. Should any employee, agent, or Subcontractor of the Vendor who will be providing Services to Customer under the TEX-AN NG Customer Services Agreement not be acceptable to the Customer, in its sole and absolute discretion, as a result of the background and/or criminal history check, then the Customer may immediately request replacement of the Vendor’s employee, agent or Subcontractor in question.

6. Customer Obligations.

In addition to any other Customer obligations set out in the Appendices to this TEX-AN NG Customer Services Agreement and the CTSA, Customer will have the obligations herein.

- 6.1 Customer will pay, when due, all invoices received from DIR pursuant to this TEX-AN NG Customer Services Agreement and the CTSA
- 6.2 Customer will issue a Purchase Order to DIR for the Services listed on *Appendix C*, and shall maintain the currency of such Purchase Order as the ordering of Services changes over the life of the TEX-AN NG Customer Services Agreement.
- 6.3 Customer will provide a billing contact to DIR and keep such information current at all times during the life of the TEX-AN NG Customer Services Agreement.
- 6.4 Customer will cooperate with Vendor in Vendor’s performance of its obligations and the Services under this Agreement. Customer will make its internal systems and Equipment available if required by Vendor. Customer retains full responsibility for the physical security of its internal systems and Equipment.
- 6.5 Customer will comply with the terms of use statement, which is displayed on the Vendor TEX-AN NG Website, and with all applicable laws related to communications received from or distributed to individuals using the TEX-AN NG system and Services.
- 6.6 Customer will provide access to its information and systems as necessary to assist Vendor in performing its obligations and the Services hereunder and under the CTSA.
- 6.7 Customer will follow reasonable security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions

put, the Vendor Network or the Consolidated State Network or Customer Network at risk of loss, damage, or breach of security.

- 6.8 Customer will at all times be responsible for the security of its physical premises.
- 6.9 Customer retains full responsibility for the conduct of its Authorized End Users in the use of the Services.
- 6.10 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect Services offered pursuant to this TEX-AN NG Customer Services Agreement.

7. Representations and Warranties by Vendor.

- 7.1 Vendor represents, warrants and covenants that the Services provided by Vendor will not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on copyright, patent, trade secret, or other Intellectual Property rights. Customer agrees that the sole remedy for any breach of the foregoing is the indemnification set forth in *Section 14.01* ("Infringement Indemnification") of the CTSA. Vendor agrees that it shall take reasonable efforts to include the indemnity provision or substantially similar language as provided for in *Section 14.01(a)* of the CTSA into its Subcontracts, in which Subcontractors participate in the development or delivery of the Services or Software.
- 7.2 (a) For any claim or cause of action arising under or related to the TEX-AN NG Customer Services Agreement, neither Party will be liable to the other Party for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- (b) EACH PARTY'S LIABILITY TO THE OTHER UNDER THE TEX-AN NG CUSTOMER SERVICES AGREEMENT WILL NOT EXCEED THE TOTAL VALUE OF VENDOR'S INVOICES TO CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE FILING OF A LAWSUIT.
- (c) Exceptions to Limitations of Liability. This *Section 7.2* will not apply with respect to:
 - (1) Losses occasioned by the fraud (except as rendered inapplicable to the State, DIR and all state agency and local government Customers pursuant to *Section 11.03(e)* of Exhibit B to the CTSA), willful misconduct, or gross negligence of a Vendor.
 - (2) Losses that are the subject of indemnification under this TEX-AN NG Customer Services Agreement.
 - (3) Losses occasioned by any breach of Vendor's or Customer's obligations under *Article 10, Exhibit B to the CTSA*.
- (d) Items Not Considered as Damages. The following will not be considered damages subject to, and will not be counted toward the liability exclusion or cap specified herein:
 - (1) Amounts payable by or assessed against Vendor pursuant to Exhibit D ("Performance Management") of the CTSA.
 - (2) Amounts withheld by DIR in accordance with this TEX-AN NG Customer Services Agreement due to incorrect charges or Services not provided.
 - (3) Amounts paid by Customer but subsequently recovered from Vendor due to incorrect charges or services not provided.

- (4) Vendor Invoiced Rates To DIR, Prices, telecommunications fees and surcharges and other amounts that are due and owing to Vendor for Services under this TEX-AN NG Customer Services Agreement.
- 7.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing Services to Customer under the TEX-AN NG Customer Services Agreement and that Vendor's provision of Services under the TEX-AN NG Customer Services Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.
- 7.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in the TEX-AN NG Customer Services Agreement, has received compensation from Customer for participation in preparation of specifications for the TEX-AN NG Customer Services Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the TEX-AN NG Customer Services Agreement.

8. General Terms.

- 8.1 Customer agrees and acknowledges that the terms of the CTSA related to *Force Majeure*, Confidential Information, and any additional limitations on damages will apply to the TEX-AN NG Customer Services Agreement. This section only applies to the extent authorized by law.
- 8.2 Except as expressly provided herein, no provision of the TEX-AN NG Customer Services Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer by execution of this TEX-AN NG Customer Services Agreement.
- 8.3 This TEX-AN NG Customer Services Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to a TEX-AN NG Customer Services Agreement is in State courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.
- 8.4 If one or more provisions of this TEX-AN NG Customer Services Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the TEX-AN NG Customer Services Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.
- 8.5 Except as provided in *Section 1.2* above, the TEX-AN NG Customer Services Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will the TEX-AN NG Customer Services Agreement be amended so as to make it conflict with the laws of the State.
- 8.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this TEX-AN NG Customer Services Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign the TEX-AN NG Customer Services Agreement with-

out DIR's and Customer's consent to any Affiliate that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor); and provided further, that upon written notice to Vendor, either DIR and /or Customer may assign the TEX-AN NG Customer Services Agreement without the Vendor's consent to any State entity designated by the Texas Legislature as being the successor to all contracts of either DIR and/or the Customer. The Parties covenant to fully cooperate in executing such instruments as necessary to keep accurate records of the names of all Parties hereto. Notwithstanding the foregoing, Vendor may, without DIR's consent, assign or delegate in whole or relevant part, its rights and obligations under this TEX-AN NG Customer Service Agreement to a third party work to be performed under this TEX-AN NG Customer Service Agreement, but Vendor will in each such case remain financially responsible for the performance of such obligations.

- 8.7 *Exhibit B Terms and Conditions, Sections 14.01 Infringement Indemnification and 14.02 Exceptions* of the CTSA is incorporated herein by reference and will apply to work product created by Vendor pursuant to the TEX-AN NG Customer Services Agreement.
- 8.8 Vendor will serve as an independent contractor in providing Services under this TEX-AN NG Customer Services Agreement. Vendor's employees are not and will not be construed as employees of Customer.
- 8.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in the TEX-AN NG Customer Services Agreement and the CTSA; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of the TEX-AN NG Customer Services Agreement.
- 8.10 In addition to the requirements of *Exhibit B Terms and Conditions, Section 8.01 Financial record retention and audit* of the CTSA, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for TEX-AN NG Customer Services Agreement funds associated with the TEX-AN NG Customer Services Agreement are in accordance with applicable State requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.
- 8.11 *Exhibit D Performance Management* of the CTSA addresses the agreed upon performance criteria for Vendor's Services available to Customer. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and absolute discretion, as between DIR and Customer, determine that a performance Deficiency may have occurred.
- 8.12 The Parties understand and agree that certain personal and/or sensitive information may be transmitted and/or received in connection with this TEX-AN NG Customer Services Agreement. The Parties agree to apply reasonable and prudent management controls and methods to protect sensitive information in its possession in a manner that complies with all applicable State and Federal laws, rules and regulations.

9. Termination.

- 9.1 The TEX-AN NG Customer Services Agreement is effective upon execution by representatives of DIR, Vendor, and Customer and expires upon termination or expira-

tion of the CTSA (as renewed or extended), unless the TEX-AN NG Customer Services Agreement is earlier terminated as set forth below, or extended in accordance with *Section 9.4* below.

- 9.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the TEX-AN NG Customer Services Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within 30 calendar days. In the event that the breaching Party fails to remedy such failure or default within 30 calendar days of receiving written notice, each other Party will have the right to cancel the TEX-AN NG Customer Services Agreement effective immediately.

Notwithstanding the foregoing, Customer will not have the right to cancel the TEX-AN NG Customer Services Agreement if Vendor's failure or inability to comply with the terms and conditions of the TEX-AN NG Customer Services Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the TEX-AN NG Customer Services Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the requisite level or amount of support, for whatever reason, Vendor will seek input and advice from DIR by providing DIR with no less than a two business days notice to enable DIR to intervene, in DIR's sole and absolute discretion, with such Customer after which Vendor will be entitled (but not obligated) to suspend or cancel any further work on the particular Service for which adequate support is not available, and focus its efforts on other Services within scope for the Customer.

- 9.3 Except as otherwise provided in the CTSA, or as provided below, DIR or Vendor may terminate the TEX-AN NG Customer Services Agreement for convenience and without cost or penalty upon 90 days' prior written notice.
- 9.4 Upon written amendment signed by all Parties, Customer and Vendor may continue Vendor's Services under the TEX-AN NG Customer Services Agreement, notwithstanding the expiration or termination of the CTSA only for such period of time as necessary to transition the Customer and Services to a successor service provider.
- 9.5 Unless otherwise provided in *Appendix A* hereto, pursuant to the provisions of CTSA, the Customer will pay any unrecovered costs associated with Vendor providing Services to it through the CTSA, if the Customer terminates the TEX-AN NG Customer Services Agreement for convenience.
- 9.6 DIR may terminate this TEX-AN NG Customer Services Agreement without recourse following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Sub-contractors have either offered or given any Thing of Value to an officer or employee of Customer or the State in violation of State law.

10. Dispute Resolution.

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in *Exhibit B Terms and Conditions, Section 11.10 Dispute Resolution* of the CTSA, which references Chapter 2260, Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent ju-

risdiction and may do so without engaging in the process provided by Chapter 2260, Texas Government Code.

11. End of Agreement-Life Transition.

11.1 Agreed Language. This TEX-AN NG Customer Services Agreement, DIR Contract No. DIR-TEX-AN NG-CSA – IC XXX, is in effect from _____ until 12:00:00 p.m., _____, and for such further period as allowed by the TEX-AN NG Customer Services Agreement (the “Effective Expiration Date of the TEX-AN NG Customer Services Agreement”). In order to ensure the smooth transition of Services from Vendor to a successor service provider, the Parties agree to the following assignment language for this TEX-AN NG Customer Services Agreement:

Notwithstanding any other provision of this TEX-AN NG Customer Services Agreement, the following assignment provision applies:

Effective as of one second after the expiration of the CTSA, without the necessity of execution of additional documents, and at no cost to DIR or the Customer, Vendor hereby agrees to the absolute and complete assignment of this TEX-AN NG Customer Services Agreement to DIR or a successor service provider, provided that the following occurs on or by 5:00 p.m. of the Business Day of the final expiration date of the CTSA:

DIR or the successor service provider agrees to assume all TEX-AN NG Customer Services Agreement obligations and liabilities that arise on and after one second after the final expiration of the CTSA, and is responsible to pay to Vendor the applicable transition assignment fees, if any, as set forth in the Transition Assignment Liability Schedule attached to this TEX-AN NG Customer Services Agreement. In all events, Vendor remains responsible for all TEX-AN NG Customer Services Agreement obligations and liabilities that arise prior to the final expiration date of the CTSA.

11.2 No Cost. Vendor is not authorized to charge the Customer, DIR or successor service provider, a fee or cost for the assignment.

Appendix A. Form of Transition Assignment Liability Schedule.

Customer Name: _____

Appendix B: Service Descriptions and Rates.

Customer Name: _____

List of Services and applicable Rates Available Under this TEX-AN NG Customer Service Agreement
1.
2.
...
x.

Rate Schedule to Customer (includes DIR Cost Recovery Fee)
1.
2.
...
x.

Customer Initials & Date_____
Vendor Initials & Date

Appendix C: Ordered Services Description.**Customer Name:** _____

The Vendor offers a variety of Services to Customers. The specific list of Services that are eligible to be ordered under the TEX-AN NG Customer Services Agreement and that Customer has ordered from Vendor under this Agreement are set forth in this *Appendix C*. The Parties agree to fully cooperate to amend the TEX-AN NG Customer Services Agreement to keep this Exhibit accurate and current in a timely manner.

Service	Description

Appendix D. Specifications and Additional Terms.**Customer Name:** _____

Specifications and additional terms that apply to the *Exhibit C Ordered Services Description*.

Specification or Terms	Description

— End of Exhibit H —

TEX-AN NG Communications Technology Services Agreement

Between

**The State of Texas, acting by and through the
Texas Department of Information Resources**

and

TW Telecom of Texas LLC. (Vendor)

Exhibit I. HUB Subcontracting Plan

Attach current and completed HUB Form.

— End of Exhibit I —

GENERAL PRICING

Rates are based on a 5-yr term, but are provided with no contract obligation beyond the first 12 months of service.

Rates are based on On-Net Services. "On-Net Service" means a Service that is provisioned entirely on tw telecom's network utilizing our fiber facilities to the end user location.

"Off-Net Service" means a Service where tw telecom must procure the "last mile" from the LEC or some other provider as tw telecom does not have fiber facilities to the end user location.

Prices assume that facilities exist. If facilities have to be created, the monthly price can either increase, the contract term can be extended up to 36 months, or a one-time special construction charge can be applied or any combination of the above. DIR or DIR Customer will have the option to accept the price or cancel the order. Customer will have the option to accept the price or cancel the order.

Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.

Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB. Rates listed are Not-To- Exceed prices.

tw telecom is offering the first month free on any new orders for any new services up to \$2500.00 monthly recurring charge for the first year of the Tex-AN NG contract. This offer applies to the on-net service only.

Portability - Early term fees: fees will be waived provided that the MRCs associated with the applicable higher bandwidth or newer technology service multiplied by the number of months in the committed term are equal to or higher than the MRCs associated with the existing services multiplied by the number of months remaining in the term as of the date of the move (provided the existing svcs are on-net), If off-net, customer will reimburse vendor for any amounts payable to 3rd party.

tw telecom must be the underlying service provider of an associated voice facility for local dial-tone, in order for the below rates to apply.

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 4%

LOCAL VOICE PRICING				
Item	MRC	MRC Description	NRC	NRC Description
Business Line Service	\$16.47	Sold at a minimum qty of 10 by common service address	\$0.00	
T1 Line (2-way)	\$378.56		\$0.00	
Analog Trunk	\$22.88		\$0.00	
Digital Trunk	\$378.56	Sold at T1 Level		
Direct In Dial Trunk	\$378.56	Sold at T1 Level		
Direct Out Dial Trunk	\$378.56	Sold at T1 Level		
ISDN PRI Circuit	\$378.56		\$0.00	
ISDN BRI Circuit	NSP	tw telecom does not provide BRIs		
Single DID	\$0.07		\$0.00	
Block of 10 DIDs	\$0.73		\$0.00	
Block of 100 DIDs	\$7.28		\$0.00	
Toll Restriction	\$0.00	Standard No-cost Feature	\$0.00	
Caller Identification	\$0.00	Standard No-cost Feature	\$0.00	
Hunt Groups for Multiple Lines	\$0.00	Standard No-cost Feature	\$0.00	
Series Completion Hunting	\$0.00	Standard No-cost Feature		
Caller ID Feature (DID)	\$0.00	Standard No-cost Feature	\$0.00	
Extended Area Service	\$0.00		\$0.00	
Business Expansion Service	N/A	See BES below		
BES - Virtual Rate Center	\$33.28			
Five BES DIDs	\$0.00			
EES - Expanded Exchange S	N/A	See EES below		
EES Trunk/Line	\$24.00			
EES T1 Facility	\$395.20			
Authorization Codes	N/A			
Business Line Service - Premium Feature Package				
Included Features:	\$7.80	Per Line Premium Feature Package	\$0.00	
8/10 Number Speed Calling	NSP		NSP	
30 Number Speed Calling	NSP		NSP	
Anonymous Call Rejection	NSP		NSP	
Call Forwarding	NSP		NSP	
Call Hold	NSP		NSP	
Call Transfer (on lines only)	NSP		NSP	
Call Waiting	NSP		NSP	
Calling Name & Number Deli	NSP		NSP	
Three way calling	NSP		NSP	
Continuous Redial	NSP		NSP	
Distinctive Ring	NSP		NSP	
Last Call Return	NSP		NSP	
Priority Call	NSP		NSP	
Remote Access to Call Forwarding	NSP		NSP	
Selective Call Forwarding	NSP		NSP	
Selective Call Rejection	NSP		NSP	
Trunk Features	N/A	See Features belw		
Call by Call	\$0.00		\$0.00	
Call Transfer	\$0.00		\$0.00	
Two B-Channel Transfer	\$0.00		\$0.00	
First 3 Trunk Groups per T1	\$0.00		\$0.00	
Each Additional Trunk Group per T1	\$52.00	Per Additional Trunk Group	\$0.00	
First 3 Route Indexes per Trunk Group	\$0.00		\$0.00	
Each Additional Route Index per Trunk Group	\$0.00		\$0.00	
Calling Number and Name Transmission	\$0.00		\$0.00	
Business Continuity Auto ReRoute	N/A	See Auto Reroute		
Auto Reroute - 6 call paths	\$8.32	Fee per 6 call paths	\$0.00	
Auto Reroute - 12 call paths	\$16.64	Fee per 12 call paths	\$0.00	
Emergency Reroute	\$0.00	Not charged monthly	\$260.00	
Remote Call Forwarding	\$9.98	Per call path	\$0.00	
Voice Mail	\$7.23	Per Mailbox per Line	\$0.00	
TSP	\$5.20		\$0.00	
Off-Net rate will be comprised of the MRC rates above plus the local loop rates for T1 and DS3-based access.				
Any Off-Net Service connections above a DS3 level are ICB.				
NSP - Not Separately Priced				

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 4%

OPERATOR SERVICES		
Directory Assistance/Operator Services	Cost Per Call	Cost Per Minute
Local		\$0.9256
Long Distance	\$0.62	
International		varies by country
Busy Line Verification	NSP	
Busy Line Verification w/ Interrupt	NSP	
Operator Assist to Complete Calls	\$1.61	
Customer Dialed Calling Card Assistance	\$5.19	
Person to Person Calling	\$6.76	
Third Party Billing	\$5.19	
<i>NSP - Not Separately Priced</i>		

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 4%

VOICE SERVICES (VOIP) PRICING				
Access	MRC	Mileage	Termination	NRC
ISDN PRI	\$378.56	NSP	NSP	\$0.00
DS1 (Same as ISDN PRI)	NSP	NSP	NSP	\$0.00
DS3	\$520.00	NSP	NSP	
Single DID	\$0.07	NSP	NSP	\$0.00
Block of 10 DIDs	\$0.73	NSP	NSP	\$0.00
Block of 100 DIDs	\$7.28	NSP	NSP	\$0.00
Block of 1000 DIDs	\$72.80	NSP	NSP	\$0.00
Telephone Number	\$0.07	NSP	NSP	\$0.00
Extended Area Calling	N/A - See BES/EES			
BES - Business Expansion Service	N/A - See BES			
BES - Virtual Rate Center	\$33.28	NSP	NSP	\$0.00
Five BES DIDs	\$0.00	NSP	NSP	\$0.00
EES - Expanded Exchange Service	NA - See EES			
EES Trunk/Line	\$24.00	NSP	NSP	\$0.00
EES T1 Facility	\$395.20	NSP	NSP	\$0.00
Allocation	NSP - See Converged Services descriptions			
TSP	\$5.20	NSP	NSP	\$0.00
NSP - Not Separately Priced				

Postalized Access Service Rates	Monthly Cost Mileage Band 1 (same CO)	Monthly Cost Mileage Band 2 (metro area)	Monthly Cost Mileage Band 3 (Other)
56kbps	NSP	NSP	NSP
64kbps	NSP	NSP	NSP
DS1	\$0.00	NSP	NSP
DS3	\$520.00	NSP	NSP
OC3	ICB	NSP	NSP
OC12	ICB	NSP	NSP

Off-Net rate will be comprised of the MRC rates above plus the local loop rates for T1 and DS3-based access
Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.
Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB.
Any Off-Net Service connections above a DS3 level are ICB.
NSP - Not Separately Priced

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

\$0.01 minimum call charges cannot be waived.

tw telecom must be the underlying service provider of an associated voice facility for local dial-tone, in order for the below rates to apply.

LD SERVICES PRICING

OUTBOUND SERVICE	Dedicated Origination Dedicated Termination	Dedicated Origination Switched Termination	Switched Origination Dedicated Termination	Switched Origination Switched Termination	NRC, if applicable	MRC, if applicable
Intralata	\$0.0168	\$0.0168	\$0.0168	\$0.0168	\$0.0000	\$0.0000
Interlata	\$0.0168	\$0.0168	\$0.0168	\$0.0168	\$0.0000	\$0.0000
Interstate	\$0.0123	\$0.0123	\$0.0123	\$0.0123	\$0.0000	\$0.0000
Canada	\$0.0336	\$0.0336	\$0.0336	\$0.0336	\$0.0000	\$0.0000
Mexico	See Below	See Below	See Below	See Below		
Fraud Protection	NSP	NSP	NSP	NSP		
NSP - Not Separately Priced						

INBOUND SERVICE	Dedicated	Switched	NRC, if applicable	MRC, if applicable
Intralata	\$0.0146	\$0.0146	\$0.0000	\$0.0000
Intrastate	\$0.0146	\$0.0146	\$0.0000	\$0.0000
Interstate	\$0.0101	\$0.0101	\$0.0000	\$0.0000
Mexico	n/a	n/a		
Canada	n/a	n/a		
Time of Day Routing	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Area Code Routing	n/a	n/a	n/a	n/a
ANI Based Routing	n/a	n/a	n/a	n/a
Day of Week Routing	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Network IVR	n/a	n/a	n/a	n/a

OUTBOUND INTER-NATIONAL	Dedicated	Switched
Mexico	\$0.0784	\$0.0784
United Kingdom	\$0.0224	\$0.0448
Germany	\$0.0280	\$0.0280
Singapore	\$0.0336	\$0.0336
Nigeria	\$0.0202	\$0.0202
India	\$0.1120	\$0.1120
China	\$0.0448	\$0.0448
United Arab Emirates	\$0.2240	\$0.2240
Netherlands	\$0.0392	\$0.0392
Italy	\$0.0224	\$0.0224
France	\$0.0448	\$0.0448
Brazil	\$0.0448	\$0.0448
Jamaica	\$0.1008	\$0.1008
Afghanistan	\$0.6048	\$0.6048
Albania	\$0.2800	\$0.2800
Algeria	\$0.2912	\$0.2912
American Samoa	\$0.3472	\$0.3472
Andorra	\$0.1008	\$0.1008
Angola	\$0.3360	\$0.3360
Anguilla	\$0.2688	\$0.2688
Antarctica (Casey)	\$1.5904	\$1.5904
Antarctica (Scott)	\$1.5904	\$1.5904
Antigua/Barbuda	\$0.2352	\$0.2352
Argentina	\$0.0672	\$0.0672
Armenia	\$0.4704	\$0.4704
Aruba	\$0.1792	\$0.1792
Ascension Island	\$0.9520	\$0.9520
Australia	\$0.0448	\$0.0448
Austria	\$0.0784	\$0.0784
Azerbaijan	\$0.3920	\$0.3920
Bahamas	\$0.0896	\$0.0896
Bahrain	\$0.3248	\$0.3248
Bangladesh	\$0.1680	\$0.1680
Barbados	\$0.2352	\$0.2352
Belarus	\$0.3808	\$0.3808
Belgium	\$0.0560	\$0.0560
Belize	\$0.3472	\$0.3472
Benin	\$0.2240	\$0.2240

Bermuda	\$0.1344	\$0.1344
Bhutan	\$0.4144	\$0.4144
Bolivia	\$0.1456	\$0.1456
Bosnia & Herzegovina	\$0.3024	\$0.3024
Botswana	\$0.2688	\$0.2688
British Virgin Islands	\$0.2128	\$0.2128
Brunei	\$0.1568	\$0.1568
Bulgaria	\$0.1344	\$0.1344
Burkina Faso	\$0.2688	\$0.2688
Burundi	\$0.4144	\$0.4144
Cambodia	\$0.4368	\$0.4368
Cameroon	\$0.3472	\$0.3472
Cape Verde Islands	\$0.4592	\$0.4592
Cayman Islands	\$0.1680	\$0.1680
Central African Republic	\$0.4816	\$0.4816
Chad Republic	\$0.6608	\$0.6608
Chile	\$0.0672	\$0.0672
Christmas Islands	\$1.5904	\$1.5904
Cocos Islands	\$1.5904	\$1.5904
Colombia	\$0.1344	\$0.1344
Comoros	\$1.7696	\$1.7696
Congo	\$0.2800	\$0.2800
Cook Islands	\$1.3440	\$1.3440
Costa Rica	\$0.1456	\$0.1456
Croatia	\$0.1344	\$0.1344
Cuba	\$1.3888	\$1.3888
Cyprus	\$0.1232	\$0.1232
Czech Republic	\$0.0896	\$0.0896
Dem Rep of the Congo (Zaire)	\$0.4592	\$0.4592
Denmark	\$0.0560	\$0.0560
Diego Garcia	\$10.1248	\$10.1248
Djibouti	\$0.5152	\$0.5152
Dominica	\$0.2352	\$0.2352
Dominican Republic	\$0.1232	\$0.1232
East Timor	\$5.5776	\$5.5776
Ecuador	\$0.2352	\$0.2352
Egypt	\$0.3024	\$0.3024
El Salvador	\$0.2016	\$0.2016
Equatorial Guinea	\$0.5376	\$0.5376
Eritrea	\$0.5264	\$0.5264
Estonia	\$0.1120	\$0.1120
Ethiopia	\$0.5488	\$0.5488
Faeroe Islands	\$0.2576	\$0.2576
Falkland Islands	\$0.9968	\$0.9968
Fiji Islands	\$0.4368	\$0.4368
Finland	\$0.0560	\$0.0560
French Antilles (Martinique)	\$0.2464	\$0.2464
French Guiana	\$0.2800	\$0.2800
French Polynesia	\$0.4480	\$0.4480
Gabon Republic	\$0.2352	\$0.2352
Gambia	\$0.3136	\$0.3136
Georgia	\$0.2240	\$0.2240
Ghana	\$0.1792	\$0.1792
Gibraltar	\$0.1568	\$0.1568
Greece	\$0.0784	\$0.0784
Greenland	\$1.0752	\$1.0752
Grenada	\$0.2240	\$0.2240
Guadeloupe	\$0.2576	\$0.2576
Guantanamo Bay	\$1.5344	\$1.5344
Guatemala	\$0.2352	\$0.2352
Guinea Republic	\$0.3584	\$0.3584
Guinea-Bissau	\$1.4784	\$1.4784
Guyana	\$0.4816	\$0.4816
Haiti	\$0.3808	\$0.3808
Honduras	\$0.4592	\$0.4592
Hong Kong	\$0.0560	\$0.0560
Hungary	\$0.0784	\$0.0784
Iceland	\$0.1008	\$0.1008
Indonesia	\$0.1120	\$0.1120
Inmarsat (Atlantic East)	\$10.2816	\$10.2816
Inmarsat (Atlantic West)	\$10.2816	\$10.2816

Inmarsat (Indian Ocean)	\$10.2816	\$10.2816
Inmarsat (Pacific Ocean)	\$10.2816	\$10.2816
Iran	\$0.2800	\$0.2800
Iraq	\$0.2800	\$0.2800
Ireland	\$0.0448	\$0.0448
Israel	\$0.0560	\$0.0560
Ivory Coast (Cote d'Ivoire)	\$0.3360	\$0.3360
Japan	\$0.0560	\$0.0560
Jordan	\$0.3136	\$0.3136
Kazakhstan	\$0.2576	\$0.2576
Kenya	\$0.3136	\$0.3136
Kiribati	\$4.2112	\$4.2112
Korea, North	\$2.7664	\$2.7664
Korea, South	\$0.0672	\$0.0672
Kuwait	\$0.2240	\$0.2240
Kyrgyzstan	\$0.4144	\$0.4144
Laos	\$0.3024	\$0.3024
Latvia	\$0.2576	\$0.2576
Lebanon	\$0.2800	\$0.2800
Lesotho	\$0.8736	\$0.8736
Liberia	\$0.3360	\$0.3360
Libya	\$0.3360	\$0.3360
Liechtenstein	\$0.0896	\$0.0896
Lithuania	\$0.1904	\$0.1904
Luxembourg	\$0.0560	\$0.0560
Macao	\$0.1568	\$0.1568
Macedonia	\$0.2576	\$0.2576
Madagascar	\$0.5936	\$0.5936
Malawi	\$0.1344	\$0.1344
Malaysia	\$0.0784	\$0.0784
Maldives	\$0.5600	\$0.5600
Mali Republic	\$0.3472	\$0.3472
Malta	\$0.2576	\$0.2576
Marshall Islands	\$0.4928	\$0.4928
Mauritania	\$0.5376	\$0.5376
Mauritius	\$0.2912	\$0.2912
Mayotte Island	\$0.5264	\$0.5264
Micronesia	\$0.4480	\$0.4480
Moldova	\$0.2912	\$0.2912
Monaco	\$0.0672	\$0.0672
Mongolia	\$0.2576	\$0.2576
Montserrat	\$0.2688	\$0.2688
Morocco	\$0.3584	\$0.3584
Mozambique	\$0.3584	\$0.3584
Myanmar/Burma	\$0.6832	\$0.6832
Namibia	\$0.2240	\$0.2240
Nauru	\$1.4000	\$1.4000
Nepal	\$0.4480	\$0.4480
Netherlands Antilles	\$0.2016	\$0.2016
Nevis Island	\$0.2352	\$0.2352
New Caledonia	\$0.4816	\$0.4816
New Zealand	\$0.1232	\$0.1232
Nicaragua	\$0.2688	\$0.2688
Niger	\$0.2912	\$0.2912
Niue Island	\$5.1856	\$5.1856
Norfolk Island	\$1.5904	\$1.5904
Northern Marianas Islands	\$0.0672	\$0.0672
Norway	\$0.0448	\$0.0448
Oman	\$0.3472	\$0.3472
Pakistan	\$0.3584	\$0.3584
Palau	\$0.6384	\$0.6384
Palestine	\$0.3696	\$0.3696
Panama	\$0.1456	\$0.1456
Papua New Guinea	\$5.0960	\$5.0960
Paraguay	\$0.1904	\$0.1904
Peru	\$0.0896	\$0.0896
Philippines	\$0.2576	\$0.2576
Poland	\$0.0672	\$0.0672
Portugal	\$0.0784	\$0.0784
Qatar	\$0.4592	\$0.4592

Reunion Island	\$0.3360	\$0.3360
Romania	\$0.1904	\$0.1904
Russia	\$0.1008	\$0.1008
Rwanda	\$0.3024	\$0.3024
San Marino	\$0.5040	\$0.5040
Sao Tome	\$1.5456	\$1.5456
Satellite - Global (Iridium)	\$4.4800	\$4.4800
Satellite - Local (Iridium)	\$4.4800	\$4.4800
Saudi Arabia	\$0.3360	\$0.3360
Senegal	\$0.3360	\$0.3360
Seychelles Island	\$0.3808	\$0.3808
Sierra Leone	\$0.3696	\$0.3696
Slovak Republic	\$0.1456	\$0.1456
Slovenia	\$0.1344	\$0.1344
Solomon Islands	\$1.3664	\$1.3664
Somalia	\$1.0752	\$1.0752
South Africa	\$0.1344	\$0.1344
Spain	\$0.0560	\$0.0560
Sri Lanka	\$0.2912	\$0.2912
St Helena	\$2.0720	\$2.0720
St Kitts	\$0.2352	\$0.2352
St Lucia	\$0.2464	\$0.2464
St Pierre & Miquelon	\$0.2912	\$0.2912
St Vincent & Grenadines	\$0.2464	\$0.2464
Sudan	\$0.3808	\$0.3808
Suriname	\$0.4032	\$0.4032
Swaziland	\$0.2016	\$0.2016
Sweden	\$0.0448	\$0.0448
Switzerland	\$0.0336	\$0.0336
Syrian Arab Republic	\$0.5264	\$0.5264
Taiwan	\$0.0672	\$0.0672
Tajikistan	\$0.2912	\$0.2912
Tanzania	\$0.3696	\$0.3696
Thailand	\$0.1120	\$0.1120
Togo	\$0.3696	\$0.3696
Tokelau	\$0.1232	\$0.1232
Tonga Islands	\$0.4032	\$0.4032
Trinidad & Tobago	\$0.2016	\$0.2016
Tunisia	\$0.3136	\$0.3136
Turkey	\$0.2128	\$0.2128
Turkmenistan	\$0.4368	\$0.4368
Turks & Caicos Islands	\$0.2352	\$0.2352
Tuvalu	\$5.2192	\$5.2192
Uganda	\$0.2016	\$0.2016
Ukraine	\$0.2016	\$0.2016
Uruguay	\$0.1904	\$0.1904
Uzbekistan	\$0.2128	\$0.2128
Vanuatu	\$2.2960	\$2.2960
Vatican City	\$0.0336	\$0.0336
Venezuela	\$0.0784	\$0.0784
Vietnam	\$0.3696	\$0.3696
Wallis & Futuna	\$5.1968	\$5.1968
Western Samoa	\$0.7168	\$0.7168
Yemen	\$0.3024	\$0.3024
Yugoslavia/Serbia	\$0.3360	\$0.3360
Zambia	\$0.2128	\$0.2128
Zimbabwe	\$0.1792	\$0.1792

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

\$0.01 minimum call charges cannot be waived.

tw telecom must be the underlying service provider of an associated voice facility for local dial-tone, in order for the below rates to apply.

CIRCUIT SWITCHED DIGITAL PRICING

OUTBOUND SERVICE	Dedicated Origination Dedicated Termination	Dedicated Origination Switched Termination	Switched Origination Dedicated Termination	Switched Origination Switched Termination	NRC, if applicable	MRC, if applicable
Intralata	\$0.0168	\$0.0168	\$0.0168	\$0.0168	\$0.0000	\$0.0000
Interlata	\$0.0168	\$0.0168	\$0.0168	\$0.0168	\$0.0000	\$0.0000
Interstate	\$0.0123	\$0.0123	\$0.0123	\$0.0123	\$0.0000	\$0.0000
Canada	\$0.0336	\$0.0336	\$0.0336	\$0.0336	\$0.0000	\$0.0000
Mexico	See below	See below	See below	See below	\$0.0000	\$0.0000
Fraud Protection	NSP	NSP	NSP	NSP		

NSP - Not Separately Priced

INBOUND SERVICE	Dedicated	Switched	NRC, if applicable	MRC, if applicable
Intralata	\$0.0146	\$0.0146	\$0.0000	\$0.0000
Intrastate	\$0.0146	\$0.0146	\$0.0000	\$0.0000
Interstate	\$0.0101	\$0.0101	\$0.0000	\$0.0000
Mexico	n/a	n/a	n/a	n/a
Canada	n/a	n/a	n/a	n/a
Time of Day Routing	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Area Code Routing	n/a	n/a	n/a	n/a
ANI Based Routing	n/a	n/a	n/a	n/a
Day of Week Routing	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Network IVR	n/a	n/a	n/a	n/a

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

CONVERGED PRICING														
Converged Voice														
IPVPN + Voice + Secure Internet Access														
WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included		Managed IAD (included) ³	Managed Router (not included) ⁵	Max Analog Lines	Max PRI calls	Max Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
T1	1.5	4 - 8	Basic	Adtran	N/A	8	8	8	\$470.26	\$0.00	N/A	N/A	N/A	N/A
T1	1.5	9 - 12	Basic	Adtran	N/A	12	12	12	\$533.87	\$0.00	N/A	N/A	N/A	N/A
T1	1.5	4 - 8	Premium ⁴	Adtran	N/A	8	8	8	\$470.26	\$0.00	\$56.00	N/A	N/A	N/A
2xT1	3	4 - 8	Basic	Adtran	N/A	8	8	8	\$582.80	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	9 - 12	Basic	Adtran	N/A	12	12	12	\$646.40	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	13 - 18	Basic	Adtran	N/A	18	18	18	\$717.08	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	19 - 24	Basic	Adtran	N/A	24	23	24	\$801.88	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	4 - 8	Premium ⁴	Adtran	N/A	8	8	8	\$582.80	\$0.00	\$84.00	N/A	N/A	N/A
2xT1	3	9 - 16	Premium ⁴	Adtran	N/A	12	12	12	\$646.40	\$0.00	\$84.00	N/A	N/A	N/A
3xT1	4.5	4 - 8	Basic	Adtran	N/A	8	8	8	\$694.62	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	9 - 12	Basic	Adtran	N/A	12	12	12	\$758.23	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	13 - 18	Basic	Adtran	N/A	18	18	18	\$828.90	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	19 - 24	Basic	Adtran	N/A	24	23	24	\$913.70	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	25 - 30	Basic	Adtran	N/A	24	23	24	\$998.51	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	31 - 36	Basic	Adtran	N/A	24	23	24	\$1,083.31	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	4 - 8	Premium ⁴	Adtran	N/A	8	8	8	\$694.62	\$0.00	\$84.00	N/A	N/A	N/A
3xT1	4.5	9 - 16	Premium ⁴	Adtran	N/A	12	12	12	\$758.23	\$0.00	\$84.00	N/A	N/A	N/A
3xT1	4.5	17 - 24	Premium ⁴	Adtran	N/A	18	18	18	\$913.70	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	4 - 8	Basic	Adtran	N/A	24	0	0	\$806.44	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	9 - 12	Basic	Adtran	N/A	24	0	0	\$870.05	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	13 - 18	Basic	Adtran	N/A	24	0	0	\$940.72	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	19 - 24	Basic	Adtran	N/A	24	0	0	\$1,025.52	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	4 - 8	Premium ⁴	Adtran	N/A	24	0	0	\$806.44	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	9 - 16	Premium ⁴	Adtran	N/A	24	0	0	\$870.05	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	17 - 24	Premium ⁴	Adtran	N/A	24	0	0	\$1,025.52	\$0.00	\$84.00	N/A	N/A	N/A
NOTE: A managed router may be ordered with the IP VPN + VOICE + SIA package to support bandwidths > 6 Mbps (4xT1). NOTE: a managed router will be deployed in addition to the managed integrated access device (IAD). The list pricing below does not include the managed router pricing.														
NOTE: A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS														
Converged Voice														
IPVPN + Voice + Secure Internet Access														
WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included		Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
4xT1 ¹	6	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$806.44	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$870.05	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$940.72	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	19 - 24	Basic	Adtran	Adtran or Cisco	24	24	24	\$1,025.52	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$1,110.33	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,195.13	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,279.94	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,378.87	\$0.00	N/A	N/A	N/A	N/A

4xT1 ¹	6	4 - 8	Premium ⁴	Adtran	Adtran or Cisco	8	8	8	\$806.44	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	9 - 16	Premium ⁴	Adtran	Adtran or Cisco	16	16	16	\$870.05	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	17 - 24	Premium ⁴	Adtran	Adtran or Cisco	24	24	24	\$1,025.52	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	25 - 32	Premium ⁴	Adtran	Adtran or Cisco	24	32	32	\$1,110.33	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$916.83	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$980.43	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$1,051.10	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	19 - 24	Basic	Adtran	Adtran or Cisco	24	23	24	\$1,135.91	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$1,220.71	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,305.52	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,390.32	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,489.26	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	4 - 8	Premium ⁴	Adtran	Adtran or Cisco	8	8	8	\$916.83	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	9 - 16	Premium ⁴	Adtran	Adtran or Cisco	16	16	16	\$980.43	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	17 - 24	Premium ⁴	Adtran	Adtran or Cisco	24	23	24	\$1,135.91	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	25 - 32	Premium ⁴	Adtran	Adtran or Cisco	24	32	32	\$1,220.71	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	33 - 40	Premium ⁴	Adtran	Adtran or Cisco	24	40	40	\$1,390.32	\$0.00	\$84.00	N/A	N/A	N/A
6xT1	9	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$1,028.65	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$1,092.25	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$1,162.92	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	19 - 24	Basic	Adtran	Adtran or Cisco	24	23	24	\$1,247.73	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$1,332.53	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,417.34	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,502.14	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,601.08	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	4 - 8	Premium ⁴	Adtran	Adtran or Cisco	8	8	8	\$1,028.65	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	9 - 16	Premium ⁴	Adtran	Adtran or Cisco	16	16	16	\$1,092.25	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	17 - 24	Premium ⁴	Adtran	Adtran or Cisco	24	23	24	\$1,247.73	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	25 - 32	Premium ⁴	Adtran	Adtran or Cisco	24	32	32	\$1,332.53	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	33 - 40	Premium ⁴	Adtran	Adtran or Cisco	24	40	40	\$1,502.14	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	41 - 50	Premium ⁴	Adtran	Adtran or Cisco	24	46	48	\$1,601.08	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$1,122.19	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$1,185.80	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$1,256.47	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	19 - 24	Basic	Adtran	Adtran or Cisco	24	23	24	\$1,341.27	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$1,426.08	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,510.88	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,595.69	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,694.62	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	4 - 8	Premium ⁴	Adtran	Adtran or Cisco	8	8	8	\$1,122.19	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	9 - 16	Premium ⁴	Adtran	Adtran or Cisco	16	16	16	\$1,185.80	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	17 - 24	Premium ⁴	Adtran	Adtran or Cisco	24	23	24	\$1,341.27	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	25 - 32	Premium ⁴	Adtran	Adtran or Cisco	24	32	32	\$1,426.08	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	33 - 40	Premium ⁴	Adtran	Adtran or Cisco	24	40	40	\$1,595.69	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	41 - 50	Premium ⁴	Adtran	Adtran or Cisco	24	46	48	\$1,694.62	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$1,189.21	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$1,252.82	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$1,323.49	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	19 - 24	Basic	Adtran	Adtran or Cisco	24	23	24	\$1,408.29	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$1,493.10	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,577.90	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,662.71	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,761.65	\$0.00	N/A	N/A	N/A	N/A

8xT1	12	4 - 8	Premium ⁴	Adtran	Adtran or Cisco	8	8	8	\$1,189.21	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	9 - 16	Premium ⁴	Adtran	Adtran or Cisco	16	16	16	\$1,252.82	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	17 - 24	Premium ⁴	Adtran	Adtran or Cisco	24	23	24	\$1,408.29	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	25 - 32	Premium ⁴	Adtran	Adtran or Cisco	24	32	32	\$1,493.10	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	33 - 40	Premium ⁴	Adtran	Adtran or Cisco	24	40	40	\$1,662.71	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	41 - 50	Premium ⁴	Adtran	Adtran or Cisco	24	46	48	\$1,761.65	\$0.00	\$134.40	N/A	N/A	N/A

NOTES:

¹ 4xT1 via the IAD only supports analog lines (PRI and digital trunks are not available)

² # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available

³ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁴ PREMIUM/CoS has an additional charge. See note⁸ for pricing rules.

⁵ A managed router is required in addition to the managed IAD to support BWs > 6 Mbps (4xT1). Adtran or Cisco are available options. The MR is not included in the pricing.

⁶ Maximum number of simultaneous calls with 4xT1 and MR is 48 (not 50 as indicated by the call range).

⁷ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS

⁸ CoS on Bandwidths up to and including 12 Mbps will receive all 5 service classes (RT/IA/MC/P/BE) for a flat rate. Above 12 Mbps, 2-12M w/COS – RT/IA equals WAN line rate; 15M WAN bandwidth or greater - for PREMIUM without voice – a customer can order in increments of 2, 4, 6, 8, 10, 15, 20, 25 or greater for RT/IA – Example (15M aggregate with 2M RT, 4M IA)

Converged Voice

IPVPN + Voice + Secure Internet Access

WAN Access	Bandwidth (Mbps)	Call Package		managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁹	MC/P/BE CoS MRC ⁸
		(# simultaneous calls) ²	CoS charge not included											
10/100	2	9 - 15	Basic	Adtran	N/A	15	15	15	\$572.22	\$0.00	N/A	N/A	N/A	N/A
10/100	2	4-10	Premium ²	Adtran	N/A	10	10	10	\$508.61	\$0.00	\$56.00	N/A	N/A	N/A
10/100	4	4 - 8	Basic	Adtran	N/A	8	8	8	\$656.99	\$0.00	N/A	N/A	N/A	N/A
10/100	4	9 - 15	Basic	Adtran	N/A	15	15	15	\$720.59	\$0.00	N/A	N/A	N/A	N/A
10/100	4	16 - 21	Basic	Adtran	N/A	21	21	21	\$876.07	\$0.00	N/A	N/A	N/A	N/A
10/100	4	22 - 30	Basic	Adtran	N/A	24	30	30	\$960.87	\$0.00	N/A	N/A	N/A	N/A
10/100	4	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$656.99	\$0.00	\$84.00	N/A	N/A	N/A
10/100	4	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$876.07	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	4 - 8	Basic	Adtran	N/A	8	8	8	\$806.44	\$0.00	N/A	N/A	N/A	N/A
10/100	6	9 - 15	Basic	Adtran	N/A	15	15	15	\$870.05	\$0.00	N/A	N/A	N/A	N/A
10/100	6	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,025.52	\$0.00	N/A	N/A	N/A	N/A
10/100	6	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,110.33	\$0.00	N/A	N/A	N/A	N/A
10/100	6	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,195.13	\$0.00	N/A	N/A	N/A	N/A
10/100	6	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,279.94	\$0.00	N/A	N/A	N/A	N/A
10/100	6	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$806.44	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,025.52	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$1,110.33	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	4 - 8	Basic	Adtran	N/A	8	8	8	\$954.46	\$0.00	N/A	N/A	N/A	N/A
10/100	8	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,018.07	\$0.00	N/A	N/A	N/A	N/A
10/100	8	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,173.54	\$0.00	N/A	N/A	N/A	N/A
10/100	8	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,258.35	\$0.00	N/A	N/A	N/A	N/A
10/100	8	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,343.15	\$0.00	N/A	N/A	N/A	N/A
10/100	8	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,427.95	\$0.00	N/A	N/A	N/A	N/A
10/100	8	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$954.46	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,173.54	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$1,258.35	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$1,427.95	\$0.00	\$84.00	N/A	N/A	N/A
10/100	10	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,102.84	\$0.00	N/A	N/A	N/A	N/A
10/100	10	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,166.44	\$0.00	N/A	N/A	N/A	N/A
10/100	10	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,321.92	\$0.00	N/A	N/A	N/A	N/A
10/100	10	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,406.72	\$0.00	N/A	N/A	N/A	N/A
10/100	10	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,491.53	\$0.00	N/A	N/A	N/A	N/A

10/100	10	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,576.33	\$0.00	N/A	N/A	N/A	N/A
10/100	10	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,675.27	\$0.00	N/A	N/A	N/A	N/A
10/100	10	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,102.84	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,321.92	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$1,406.72	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$1,576.33	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	41 - 50	Premium ²	Adtran	Adtran or Cisco ⁵	24	46	45	\$1,675.27	\$0.00	\$134.40	N/A	N/A	N/A
10/100	15	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,612.66	\$0.00	N/A	N/A	N/A	N/A
10/100	15	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,676.27	\$0.00	N/A	N/A	N/A	N/A
10/100	15	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,831.74	\$0.00	N/A	N/A	N/A	N/A
10/100	15	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,916.55	\$0.00	N/A	N/A	N/A	N/A
10/100	15	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,001.35	\$0.00	N/A	N/A	N/A	N/A
10/100	15	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,086.16	\$0.00	N/A	N/A	N/A	N/A
10/100	15	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,185.09	\$0.00	N/A	N/A	N/A	N/A
10/100	15	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,612.66	\$0.00	N/A	ICB	ICB	\$0.00
10/100	15	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,831.74	\$0.00	N/A	ICB	ICB	\$0.00
10/100	15	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$1,916.55	\$0.00	N/A	ICB	ICB	\$0.00
10/100	15	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$2,086.16	\$0.00	N/A	ICB	ICB	\$0.00
10/100	15	41 - 50	Premium ²	Adtran	Adtran or Cisco ⁵	24	46	45	\$2,185.09	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,534.00	\$0.00	N/A	N/A	N/A	N/A
10/100	20	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,597.60	\$0.00	N/A	N/A	N/A	N/A
10/100	20	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,753.07	\$0.00	N/A	N/A	N/A	N/A
10/100	20	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,837.88	\$0.00	N/A	N/A	N/A	N/A
10/100	20	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,922.68	\$0.00	N/A	N/A	N/A	N/A
10/100	20	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,007.49	\$0.00	N/A	N/A	N/A	N/A
10/100	20	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,106.43	\$0.00	N/A	N/A	N/A	N/A
10/100	20	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,534.00	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,753.07	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$1,837.88	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$2,007.49	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	41 - 50	Premium ²	Adtran	Adtran or Cisco ⁵	24	46	45	\$2,106.43	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,748.68	\$0.00	N/A	N/A	N/A	N/A
10/100	25	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,812.28	\$0.00	N/A	N/A	N/A	N/A
10/100	25	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,967.76	\$0.00	N/A	N/A	N/A	N/A
10/100	25	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,052.56	\$0.00	N/A	N/A	N/A	N/A
10/100	25	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,137.36	\$0.00	N/A	N/A	N/A	N/A
10/100	25	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,222.17	\$0.00	N/A	N/A	N/A	N/A
10/100	25	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,321.11	\$0.00	N/A	N/A	N/A	N/A
10/100	25	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,748.68	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,967.76	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$2,052.56	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$2,222.17	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	41 - 50	Premium ²	Adtran	Adtran or Cisco ⁵	24	46	45	\$2,321.11	\$0.00	N/A	ICB	ICB	\$0.00
10/100	30	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,966.58	\$0.00	N/A	N/A	N/A	N/A
10/100	30	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,030.19	\$0.00	N/A	N/A	N/A	N/A
10/100	30	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,185.66	\$0.00	N/A	N/A	N/A	N/A
10/100	30	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,270.47	\$0.00	N/A	N/A	N/A	N/A
10/100	30	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,355.27	\$0.00	N/A	N/A	N/A	N/A
10/100	30	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,440.08	\$0.00	N/A	N/A	N/A	N/A
10/100	30	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,539.01	\$0.00	N/A	N/A	N/A	N/A
10/100	30	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,966.58	\$0.00	N/A	ICB	ICB	\$0.00
10/100	30	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$2,185.66	\$0.00	N/A	ICB	ICB	\$0.00

Converged Voice

IPVPN + Voice + Secure Internet Access														
WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included		Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁹	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁹
10/100	30	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$2,270.47	\$0.00	N/A	ICB	ICB	\$0.00
10/100	30	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$2,440.08	\$0.00	N/A	ICB	ICB	\$0.00
10/100	30	41 - 50	Premium ²	Adtran	Adtran or Cisco ⁵	24	46	45	\$2,539.01	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,179.83	\$0.00	N/A	N/A	N/A	N/A
10/100	35	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,243.44	\$0.00	N/A	N/A	N/A	N/A
10/100	35	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,398.91	\$0.00	N/A	N/A	N/A	N/A
10/100	35	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,483.71	\$0.00	N/A	N/A	N/A	N/A
10/100	35	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,568.52	\$0.00	N/A	N/A	N/A	N/A
10/100	35	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,653.32	\$0.00	N/A	N/A	N/A	N/A
10/100	35	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,752.26	\$0.00	N/A	N/A	N/A	N/A
10/100	35	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$2,179.83	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$2,398.91	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$2,483.71	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$2,653.32	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	41 - 50	Premium ²	Adtran	Adtran or Cisco ⁵	24	46	45	\$2,752.26	\$0.00	N/A	ICB	ICB	\$0.00
10/100	40	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,394.16	\$0.00	N/A	N/A	N/A	N/A
10/100	40	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,457.76	\$0.00	N/A	N/A	N/A	N/A
10/100	40	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,613.23	\$0.00	N/A	N/A	N/A	N/A
10/100	40	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,698.04	\$0.00	N/A	N/A	N/A	N/A
10/100	40	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,782.84	\$0.00	N/A	N/A	N/A	N/A
10/100	40	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,867.65	\$0.00	N/A	N/A	N/A	N/A
10/100	40	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,966.59	\$0.00	N/A	N/A	N/A	N/A
10/100	40	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$2,394.16	\$0.00	N/A	ICB	ICB	\$0.00
10/100	40	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$2,613.23	\$0.00	N/A	ICB	ICB	\$0.00
10/100	40	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$2,698.04	\$0.00	N/A	ICB	ICB	\$0.00
10/100	40	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$2,867.65	\$0.00	N/A	ICB	ICB	\$0.00
10/100	40	41 - 50	Premium ²	Adtran	Adtran or Cisco ⁵	24	46	45	\$2,966.59	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,610.99	\$0.00	N/A	N/A	N/A	N/A
10/100	45	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,674.59	\$0.00	N/A	N/A	N/A	N/A
10/100	45	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,830.07	\$0.00	N/A	N/A	N/A	N/A
10/100	45	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,914.87	\$0.00	N/A	N/A	N/A	N/A
10/100	45	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,999.67	\$0.00	N/A	N/A	N/A	N/A
10/100	45	38 - 45	Basic	Adtran	N/A	24	45	45	\$3,084.48	\$0.00	N/A	N/A	N/A	N/A
10/100	45	46 - 50	Basic	Adtran	N/A	24	46	48	\$3,183.42	\$0.00	N/A	N/A	N/A	N/A
10/100	45	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$2,610.99	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$2,830.07	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$2,914.87	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$3,084.48	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	41 - 50	Premium ²	Adtran	Adtran or Cisco ⁵	24	46	45	\$3,183.42	\$0.00	N/A	ICB	ICB	\$0.00
10/100	50	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,825.31	\$0.00	N/A	N/A	N/A	N/A
10/100	50	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,888.91	\$0.00	N/A	N/A	N/A	N/A
10/100	50	16 - 21	Basic	Adtran	N/A	21	21	21	\$3,044.39	\$0.00	N/A	N/A	N/A	N/A
10/100	50	22 - 30	Basic	Adtran	N/A	24	30	30	\$3,129.19	\$0.00	N/A	N/A	N/A	N/A
10/100	50	31 - 37	Basic	Adtran	N/A	24	37	37	\$3,214.00	\$0.00	N/A	N/A	N/A	N/A
10/100	50	38 - 45	Basic	Adtran	N/A	24	45	45	\$3,298.80	\$0.00	N/A	N/A	N/A	N/A
10/100	50	46 - 50	Basic	Adtran	N/A	24	46	48	\$3,397.74	\$0.00	N/A	N/A	N/A	N/A
10/100	50	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$2,825.31	\$0.00	N/A	ICB	ICB	\$0.00
10/100	50	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$3,044.39	\$0.00	N/A	ICB	ICB	\$0.00
10/100	50	21 - 30	Premium ²	Adtran	Adtran or Cisco ⁵	24	30	30	\$3,129.19	\$0.00	N/A	ICB	ICB	\$0.00

10/100	50	31 - 40	Premium ²	Adtran	Adtran or Cisco ⁵	24	40	40	\$3,298.80	\$0.00	N/A	ICB	ICB	\$0.00
10/100	50	41 - 50	Premium ²	Adtran	Adtran or Cisco ⁵	24	46	45	\$3,397.74	\$0.00	N/A	ICB	ICB	\$0.00

¹ Contact Prod Mgmt for pricing and availability above standard bandwidths (e.g. > 50 Mbps Ethernet)

² PREMIUM/CoS has an additional charge. See note⁸ above for pricing rules.

³ # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available

⁴ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁵ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS

IPVPN + Voice

WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included	Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
T1	1.5	4 - 8	Basic	Adtran	N/A	8	8	8	\$386.76	\$0.00	N/A	N/A	N/A
T1	1.5	9 - 12	Basic	Adtran	N/A	12	12	12	\$450.36	\$0.00	N/A	N/A	N/A
T1	1.5	4 - 8	Premium ⁵	Adtran	N/A	8	8	8	\$386.76	\$0.00	\$56.00	N/A	N/A
2xT1	3	4 - 8	Basic	Adtran	N/A	8	8	8	\$469.19	\$0.00	N/A	N/A	N/A
2xT1	3	9 - 12	Basic	Adtran	N/A	12	12	12	\$532.79	\$0.00	N/A	N/A	N/A
2xT1	3	13 - 18	Basic	Adtran	N/A	18	18	18	\$603.46	\$0.00	N/A	N/A	N/A
2xT1	3	19 - 24	Basic	Adtran	N/A	24	23	24	\$688.27	\$0.00	N/A	N/A	N/A
2xT1	3	4 - 8	Premium ⁵	Adtran	N/A	8	8	8	\$469.19	\$0.00	\$84.00	N/A	N/A
2xT1	3	9 - 16	Premium ⁵	Adtran	N/A	16	16	16	\$532.79	\$0.00	\$84.00	N/A	N/A
3xT1	4.5	4 - 8	Basic	Adtran	N/A	8	8	8	\$555.20	\$0.00	N/A	N/A	N/A
3xT1	4.5	9 - 12	Basic	Adtran	N/A	12	12	12	\$618.81	\$0.00	N/A	N/A	N/A
3xT1	4.5	13 - 18	Basic	Adtran	N/A	18	18	18	\$689.48	\$0.00	N/A	N/A	N/A
3xT1	4.5	19 - 24	Basic	Adtran	N/A	24	23	24	\$774.28	\$0.00	N/A	N/A	N/A
3xT1	4.5	25 - 30	Basic	Adtran	N/A	24	23	24	\$859.09	\$0.00	N/A	N/A	N/A
3xT1	4.5	31 - 36	Basic	Adtran	N/A	24	36	36	\$943.89	\$0.00	N/A	N/A	N/A
3xT1	4.5	4 - 8	Premium ⁵	Adtran	N/A	8	8	8	\$555.20	\$0.00	\$84.00	N/A	N/A
3xT1	4.5	9 - 16	Premium ⁵	Adtran	N/A	16	16	16	\$618.81	\$0.00	\$84.00	N/A	N/A
3xT1	4.5	17 - 24	Premium ⁵	Adtran	N/A	24	23	24	\$774.28	\$0.00	\$84.00	N/A	N/A
4xT1	6	4 - 8	Basic	Adtran	N/A	24	0	0	\$641.22	\$0.00	N/A	N/A	N/A
4xT1	6	9 - 12	Basic	Adtran	N/A	24	0	0	\$704.82	\$0.00	N/A	N/A	N/A
4xT1	6	13 - 18	Basic	Adtran	N/A	24	0	0	\$775.49	\$0.00	N/A	N/A	N/A
4xT1	6	19 - 24	Basic	Adtran	N/A	24	0	0	\$860.30	\$0.00	N/A	N/A	N/A
4xT1	6	4 - 8	Premium ⁵	Adtran	N/A	24	0	0	\$641.22	\$0.00	\$84.00	N/A	N/A
4xT1	6	9 - 16	Premium ⁵	Adtran	N/A	24	0	0	\$704.82	\$0.00	\$84.00	N/A	N/A
4xT1	6	17 - 24	Premium ⁵	Adtran	N/A	24	0	0	\$860.30	\$0.00	\$84.00	N/A	N/A

a managed router may be ordered with the Voice + Internet package to support bandwidths > 6 Mbps (4xT1). NOTE: a managed router will be deployed in addition to the managed integrated access device (IAD).

IPVPN + Voice

WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included	Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
4xT1	6	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$641.22	\$0.00	N/A	N/A	N/A
4xT1	6	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$704.82	\$0.00	N/A	N/A	N/A
4xT1	6	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$775.49	\$0.00	N/A	N/A	N/A
4xT1	6	19 - 24	Basic	Adtran	Adtran or Cisco	24	24	24	\$860.30	\$0.00	N/A	N/A	N/A
4xT1	6	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$945.10	\$0.00	N/A	N/A	N/A
4xT1	6	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,029.91	\$0.00	N/A	N/A	N/A
4xT1	6	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,114.71	\$0.00	N/A	N/A	N/A
4xT1	6	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,213.65	\$0.00	N/A	N/A	N/A
4xT1	6	4 - 8	Premium ⁵	Adtran	Adtran or Cisco	8	8	8	\$641.22	\$0.00	\$84.00	N/A	N/A
4xT1	6	9 - 16	Premium ⁵	Adtran	Adtran or Cisco	16	16	16	\$704.82	\$0.00	\$84.00	N/A	N/A
4xT1	6	17 - 24	Premium ⁵	Adtran	Adtran or Cisco	24	24	24	\$860.30	\$0.00	\$84.00	N/A	N/A
4xT1	6	25 - 32	Premium ⁵	Adtran	Adtran or Cisco	24	32	32	\$945.10	\$0.00	\$84.00	N/A	N/A

5xT1	7.5	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$727.24	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$790.84	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$861.51	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	19 - 24	Basic	Adtran	Adtran or Cisco	24	23	24	\$946.32	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$1,031.12	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,115.92	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,200.73	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,299.67	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	4 - 8	Premium ⁵	Adtran	Adtran or Cisco	8	8	8	\$727.24	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	9 - 16	Premium ⁵	Adtran	Adtran or Cisco	16	16	16	\$790.84	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	17 - 24	Premium ⁵	Adtran	Adtran or Cisco	24	23	24	\$946.32	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	25 - 32	Premium ⁵	Adtran	Adtran or Cisco	24	32	32	\$1,031.12	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	33 - 40	Premium ⁵	Adtran	Adtran or Cisco	24	40	40	\$1,200.73	\$0.00	\$84.00	N/A	N/A	N/A
6xT1	9	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$813.25	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$876.86	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$947.53	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	19 - 24	Basic	Adtran	Adtran or Cisco	24	23	24	\$1,032.33	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$1,117.14	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,201.94	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,286.75	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,385.68	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	4 - 8	Premium ⁵	Adtran	Adtran or Cisco	8	8	8	\$813.25	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	9 - 16	Premium ⁵	Adtran	Adtran or Cisco	16	16	16	\$876.86	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	17 - 24	Premium ⁵	Adtran	Adtran or Cisco	24	23	24	\$1,032.33	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	25 - 32	Premium ⁵	Adtran	Adtran or Cisco	24	32	32	\$1,117.14	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	33 - 40	Premium ⁵	Adtran	Adtran or Cisco	24	40	40	\$1,286.75	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	41 - 50	Premium ⁵	Adtran	Adtran or Cisco	24	46	48	\$1,385.68	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$884.93	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$948.54	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$1,019.21	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	19 - 24	Basic	Adtran	Adtran or Cisco	24	23	24	\$1,104.01	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$1,188.82	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,273.62	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,358.43	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,457.36	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	4 - 8	Premium ⁵	Adtran	Adtran or Cisco	8	8	8	\$884.93	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	9 - 16	Premium ⁵	Adtran	Adtran or Cisco	16	16	16	\$948.54	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	17 - 24	Premium ⁵	Adtran	Adtran or Cisco	24	23	24	\$1,104.01	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	25 - 32	Premium ⁵	Adtran	Adtran or Cisco	24	32	32	\$1,188.82	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	33 - 40	Premium ⁵	Adtran	Adtran or Cisco	24	40	40	\$1,358.43	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	41 - 50	Premium ⁵	Adtran	Adtran or Cisco	24	46	48	\$1,457.36	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$935.11	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$998.71	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$1,069.38	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	19 - 24	Basic	Adtran	Adtran or Cisco	24	23	24	\$1,154.19	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	25 - 30	Basic	Adtran	Adtran or Cisco	24	30	30	\$1,238.99	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	31 - 36	Basic	Adtran	Adtran or Cisco	24	36	36	\$1,323.80	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	37 - 42	Basic	Adtran	Adtran or Cisco	24	42	42	\$1,408.60	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,507.54	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	4 - 8	Premium ⁵	Adtran	Adtran or Cisco	8	8	8	\$935.11	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	9 - 16	Premium ⁵	Adtran	Adtran or Cisco	16	16	16	\$998.71	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	17 - 24	Premium ⁵	Adtran	Adtran or Cisco	24	23	24	\$1,154.19	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	25 - 32	Premium ⁵	Adtran	Adtran or Cisco	24	32	32	\$1,238.99	\$0.00	\$134.40	N/A	N/A	N/A

8xT1	12	33 - 40	Premium ⁵	Adtran	Adtran or Cisco	24	40	40	\$1,408.60	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	41 - 50	Premium ⁵	Adtran	Adtran or Cisco	24	46	48	\$1,507.54	\$0.00	\$134.40	N/A	N/A	N/A
¹ pricing and availability of bandwidths greater than 4xT1 (6 Mbps) is ICB.														
² # sim. calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available.														
³ A fully managed Adtran TA 924e integrated access device (IAD) is included with all converged IP VPN + Voice packages.														
⁴ 4xT1 via the IAD only supports analog lines (PRI and digital trunks are not available).														
⁵ PREMIUM/CoS has an additional charge. See CoS section for pricing.														
⁶ A managed router is required in addition to the managed IAD to support BWs > 4xT1. Adtran or Cisco are available options. The MR is not included in the pricing.														
⁷ Maximum number of simultaneous calls for this range is 48.														
⁸ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS.														
IPVPN + Voice														
	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included	Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸	
CONVERGED VOICE LOW BANDWIDTH 2-50 Mbps (Ethernet)														
10/100	2	4 - 8	Basic	Adtran	N/A	8	8	8	\$411.84	\$0.00	N/A	N/A	N/A	N/A
10/100	2	9 - 15	Basic	Adtran	N/A	15	15	15	\$475.45	\$0.00	N/A	N/A	N/A	N/A
10/100	2	4-10	Premium ⁴	Adtran	N/A	10	10	10	\$411.84	\$0.00	\$56.00	N/A	N/A	N/A
10/100	4	4 - 8	Basic	Adtran	N/A	8	8	8	\$526.53	\$0.00	N/A	N/A	N/A	N/A
10/100	4	9 - 15	Basic	Adtran	N/A	15	15	15	\$590.14	\$0.00	N/A	N/A	N/A	N/A
10/100	4	16 - 21	Basic	Adtran	N/A	21	21	21	\$745.61	\$0.00	N/A	N/A	N/A	N/A
10/100	4	22 - 30	Basic	Adtran	N/A	24	30	30	\$830.42	\$0.00	N/A	N/A	N/A	N/A
10/100	4	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$526.53	\$0.00	\$84.00	N/A	N/A	N/A
10/100	4	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$745.61	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	4 - 8	Basic	Adtran	N/A	8	8	8	\$641.22	\$0.00	N/A	N/A	N/A	N/A
10/100	6	9 - 15	Basic	Adtran	N/A	15	15	15	\$704.82	\$0.00	N/A	N/A	N/A	N/A
10/100	6	16 - 21	Basic	Adtran	N/A	21	21	21	\$860.30	\$0.00	N/A	N/A	N/A	N/A
10/100	6	22 - 30	Basic	Adtran	N/A	24	30	30	\$945.10	\$0.00	N/A	N/A	N/A	N/A
10/100	6	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,029.91	\$0.00	N/A	N/A	N/A	N/A
10/100	6	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,114.71	\$0.00	N/A	N/A	N/A	N/A
10/100	6	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$641.22	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$860.30	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$945.10	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	4 - 8	Basic	Adtran	N/A	8	8	8	\$755.91	\$0.00	N/A	N/A	N/A	N/A
10/100	8	9 - 15	Basic	Adtran	N/A	15	15	15	\$819.51	\$0.00	N/A	N/A	N/A	N/A
10/100	8	16 - 21	Basic	Adtran	N/A	21	21	21	\$974.99	\$0.00	N/A	N/A	N/A	N/A
10/100	8	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,059.79	\$0.00	N/A	N/A	N/A	N/A
10/100	8	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,144.60	\$0.00	N/A	N/A	N/A	N/A
10/100	8	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,229.40	\$0.00	N/A	N/A	N/A	N/A
10/100	8	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,526.89	\$0.00	N/A	N/A	N/A	N/A
10/100	8	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$755.91	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$974.99	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$1,059.79	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$1,229.40	\$0.00	\$84.00	N/A	N/A	N/A
10/100	10	4 - 8	Basic	Adtran	N/A	8	8	8	\$870.60	\$0.00	N/A	N/A	N/A	N/A
10/100	10	9 - 15	Basic	Adtran	N/A	15	15	15	\$934.20	\$0.00	N/A	N/A	N/A	N/A
10/100	10	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,089.68	\$0.00	N/A	N/A	N/A	N/A
10/100	10	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,174.48	\$0.00	N/A	N/A	N/A	N/A
10/100	10	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,259.28	\$0.00	N/A	N/A	N/A	N/A
10/100	10	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,344.09	\$0.00	N/A	N/A	N/A	N/A
10/100	10	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,443.03	\$0.00	N/A	N/A	N/A	N/A
10/100	10	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$870.60	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,089.68	\$0.00	\$134.40	N/A	N/A	N/A

10/100	10	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$1,174.48	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$1,344.09	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	41 - 50	Premium ⁴	Adtran	Adtran or Cisco ¹	24	46	45	\$1,443.03	\$0.00	\$134.40	N/A	N/A	N/A
10/100	15	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,028.29	\$0.00	N/A	N/A	N/A	N/A
10/100	15	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,091.90	\$0.00	N/A	N/A	N/A	N/A
10/100	15	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,247.37	\$0.00	N/A	N/A	N/A	N/A
10/100	15	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,332.18	\$0.00	N/A	N/A	N/A	N/A
10/100	15	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,416.98	\$0.00	N/A	N/A	N/A	N/A
10/100	15	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,501.79	\$0.00	N/A	N/A	N/A	N/A
10/100	15	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,600.72	\$0.00	N/A	N/A	N/A	N/A
10/100	15	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,028.29	\$0.00	N/A	ICB	ICB	ICB
10/100	15	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,247.37	\$0.00	N/A	ICB	ICB	ICB
10/100	15	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$1,332.18	\$0.00	N/A	ICB	ICB	ICB
10/100	15	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$1,501.79	\$0.00	N/A	ICB	ICB	ICB
10/100	15	41 - 50	Premium ⁴	Adtran	Adtran or Cisco ¹	24	46	45	\$1,600.72	\$0.00	N/A	ICB	ICB	ICB
10/100	20	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,189.57	\$0.00	N/A	N/A	N/A	N/A
10/100	20	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,253.18	\$0.00	N/A	N/A	N/A	N/A
10/100	20	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,408.65	\$0.00	N/A	N/A	N/A	N/A
10/100	20	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,493.46	\$0.00	N/A	N/A	N/A	N/A
10/100	20	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,578.26	\$0.00	N/A	N/A	N/A	N/A
10/100	20	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,663.07	\$0.00	N/A	N/A	N/A	N/A
10/100	20	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,762.00	\$0.00	N/A	N/A	N/A	N/A
10/100	20	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,189.57	\$0.00	N/A	ICB	ICB	ICB
10/100	20	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,408.65	\$0.00	N/A	ICB	ICB	ICB
10/100	20	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$1,493.46	\$0.00	N/A	ICB	ICB	ICB
10/100	20	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$1,663.07	\$0.00	N/A	ICB	ICB	ICB
10/100	20	41 - 50	Premium ⁴	Adtran	Adtran or Cisco ¹	24	46	45	\$1,762.00	\$0.00	N/A	ICB	ICB	ICB
10/100	25	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,347.27	\$0.00	N/A	N/A	N/A	N/A
10/100	25	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,410.87	\$0.00	N/A	N/A	N/A	N/A
10/100	25	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,566.35	\$0.00	N/A	N/A	N/A	N/A
10/100	25	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,651.15	\$0.00	N/A	N/A	N/A	N/A
10/100	25	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,735.96	\$0.00	N/A	N/A	N/A	N/A
10/100	25	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,820.76	\$0.00	N/A	N/A	N/A	N/A
10/100	25	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,919.70	\$0.00	N/A	N/A	N/A	N/A
10/100	25	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,347.27	\$0.00	N/A	ICB	ICB	ICB
10/100	25	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,566.35	\$0.00	N/A	ICB	ICB	ICB
10/100	25	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$1,651.15	\$0.00	N/A	ICB	ICB	ICB
10/100	25	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$1,820.76	\$0.00	N/A	ICB	ICB	ICB
10/100	25	41 - 50	Premium ⁴	Adtran	Adtran or Cisco ¹	24	46	45	\$1,919.70	\$0.00	N/A	ICB	ICB	ICB
10/100	30	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,508.55	\$0.00	N/A	N/A	N/A	N/A
10/100	30	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,572.15	\$0.00	N/A	N/A	N/A	N/A
10/100	30	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,727.63	\$0.00	N/A	N/A	N/A	N/A
10/100	30	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,812.43	\$0.00	N/A	N/A	N/A	N/A
10/100	30	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,897.24	\$0.00	N/A	N/A	N/A	N/A
10/100	30	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,982.04	\$0.00	N/A	N/A	N/A	N/A
10/100	30	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,080.98	\$0.00	N/A	N/A	N/A	N/A
10/100	30	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,508.55	\$0.00	N/A	ICB	ICB	ICB
10/100	30	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,727.63	\$0.00	N/A	ICB	ICB	ICB

IPVPN + Voice

WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls)2 CoS charge not included	Managed IAD (included)3	Managed Router (not included)5	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
CONVERGED VOICE LOW BANDWIDTH 2-50 Mbps (Ethernet)													

10/100	30	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$1,812.43	\$0.00	N/A	ICB	ICB	ICB
10/100	30	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$1,982.04	\$0.00	N/A	ICB	ICB	ICB
10/100	30	41 - 50	Premium ⁴	Adtran	Adtran or Cisco ¹	24	46	45	\$2,080.98	\$0.00	N/A	ICB	ICB	ICB
10/100	35	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,666.24	\$0.00	N/A	N/A	N/A	N/A
10/100	35	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,729.85	\$0.00	N/A	N/A	N/A	N/A
10/100	35	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,885.32	\$0.00	N/A	N/A	N/A	N/A
10/100	35	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,970.13	\$0.00	N/A	N/A	N/A	N/A
10/100	35	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,054.93	\$0.00	N/A	N/A	N/A	N/A
10/100	35	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,139.74	\$0.00	N/A	N/A	N/A	N/A
10/100	35	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,238.68	\$0.00	N/A	N/A	N/A	N/A
10/100	35	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,666.24	\$0.00	N/A	ICB	ICB	ICB
10/100	35	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,885.32	\$0.00	N/A	ICB	ICB	ICB
10/100	35	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$1,970.13	\$0.00	N/A	ICB	ICB	ICB
10/100	35	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$2,139.74	\$0.00	N/A	ICB	ICB	ICB
10/100	35	41 - 50	Premium ⁴	Adtran	Adtran or Cisco ¹	24	46	45	\$2,238.68	\$0.00	N/A	ICB	ICB	ICB
10/100	40	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,823.94	\$0.00	N/A	N/A	N/A	N/A
10/100	40	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,887.54	\$0.00	N/A	N/A	N/A	N/A
10/100	40	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,043.02	\$0.00	N/A	N/A	N/A	N/A
10/100	40	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,127.82	\$0.00	N/A	N/A	N/A	N/A
10/100	40	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,212.63	\$0.00	N/A	N/A	N/A	N/A
10/100	40	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,297.43	\$0.00	N/A	N/A	N/A	N/A
10/100	40	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,396.37	\$0.00	N/A	N/A	N/A	N/A
10/100	40	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,823.94	\$0.00	N/A	ICB	ICB	ICB
10/100	40	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$2,043.02	\$0.00	N/A	ICB	ICB	ICB
10/100	40	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$2,127.82	\$0.00	N/A	ICB	ICB	ICB
10/100	40	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$2,297.43	\$0.00	N/A	ICB	ICB	ICB
10/100	40	41 - 50	Premium ⁴	Adtran	Adtran or Cisco ¹	24	46	45	\$2,396.37	\$0.00	N/A	ICB	ICB	ICB
10/100	45	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,985.22	\$0.00	N/A	N/A	N/A	N/A
10/100	45	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,048.82	\$0.00	N/A	N/A	N/A	N/A
10/100	45	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,204.30	\$0.00	N/A	N/A	N/A	N/A
10/100	45	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,289.10	\$0.00	N/A	N/A	N/A	N/A
10/100	45	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,373.91	\$0.00	N/A	N/A	N/A	N/A
10/100	45	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,458.71	\$0.00	N/A	N/A	N/A	N/A
10/100	45	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,557.65	\$0.00	N/A	N/A	N/A	N/A
10/100	45	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,985.22	\$0.00	N/A	ICB	ICB	ICB
10/100	45	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$2,204.30	\$0.00	N/A	ICB	ICB	ICB
10/100	45	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$2,289.10	\$0.00	N/A	ICB	ICB	ICB
10/100	45	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$2,458.71	\$0.00	N/A	ICB	ICB	ICB
10/100	45	41 - 50	Premium ⁴	Adtran	Adtran or Cisco ¹	24	46	45	\$2,557.65	\$0.00	N/A	ICB	ICB	ICB
10/100	50	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,142.92	\$0.00	N/A	N/A	N/A	N/A
10/100	50	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,206.52	\$0.00	N/A	N/A	N/A	N/A
10/100	50	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,362.00	\$0.00	N/A	N/A	N/A	N/A
10/100	50	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,446.80	\$0.00	N/A	N/A	N/A	N/A
10/100	50	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,531.60	\$0.00	N/A	N/A	N/A	N/A
10/100	50	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,616.41	\$0.00	N/A	N/A	N/A	N/A
10/100	50	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,715.35	\$0.00	N/A	N/A	N/A	N/A
10/100	50	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$2,142.92	\$0.00	N/A	ICB	ICB	ICB
10/100	50	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$2,362.00	\$0.00	N/A	ICB	ICB	ICB
10/100	50	21 - 30	Premium ⁴	Adtran	Adtran or Cisco ¹	24	30	30	\$2,446.80	\$0.00	N/A	ICB	ICB	ICB
10/100	50	31 - 40	Premium ⁴	Adtran	Adtran or Cisco ¹	24	40	40	\$2,616.41	\$0.00	N/A	ICB	ICB	ICB
10/100	50	41 - 50	Premium ⁴	Adtran	Adtran or Cisco ¹	24	46	45	\$2,715.35	\$0.00	N/A	ICB	ICB	ICB

¹ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS.

² # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available.

³ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁴ PREMIUM/CoS has an additional charge.

⁵ A managed router is required in addition to the managed IAD to support BWs > 4xT1. Adtran or Cisco are available options. The MR is not included in the pricing.

Voice + Internet

WAN Access	Bandwidth (Mbps) ¹	Call Package (# simultaneous calls) ²	Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls ¹	Maximum Digital Trunk calls	MRC	NRC
T1	1.5	4 - 8	N/A	Adtran	N/A	8	8	\$259.84	\$0.00
T1	1.5	9 - 12	N/A	Adtran	N/A	12	12	\$302.85	\$0.00
2xT1	3	4 - 8	N/A	Adtran	N/A	8	8	\$430.20	\$0.00
2xT1	3	9 - 12	N/A	Adtran	N/A	12	12	\$452.84	\$0.00
2xT1	3	13 - 18	N/A	Adtran	N/A	18	18	\$476.67	\$0.00
2xT1	3	19 - 24	N/A	Adtran	N/A	24	23	\$501.76	\$0.00
3xT1	4.5	4 - 8	N/A	Adtran	N/A	8	8	\$484.42	\$0.00
3xT1	4.5	9 - 12	N/A	Adtran	N/A	12	12	\$548.02	\$0.00
3xT1	4.5	13 - 18	N/A	Adtran	N/A	18	18	\$618.69	\$0.00
3xT1	4.5	19 - 24	N/A	Adtran	Adtran or Cisco	24	23	\$703.50	\$0.00
3xT1	4.5	25 - 30	N/A	Adtran	Adtran or Cisco	24	23	\$788.30	\$0.00
3xT1	4.5	31 - 36	N/A	Adtran	Adtran or Cisco	24	23	\$873.11	\$0.00
4xT14	6	4 - 8	N/A	Adtran	N/A	24	0	\$548.93	\$0.00
4xT14	6	9 - 12	N/A	Adtran	N/A	24	0	\$612.54	\$0.00
4xT14	6	13 - 18	N/A	Adtran	N/A	24	0	\$683.21	\$0.00
4xT14	6	19 - 24	N/A	Adtran	N/A	24	0	\$768.01	\$0.00

NOTE: a managed router must be ordered with the VOICE + INTERNET package to support bandwidths > 6 Mbps (4xT1). NOTE: a managed router will be deployed in addition to the managed integrated access device (IAD). The list pricing below does not include the managed router pricing.

4xT1	6	4 - 8	N/A	Adtran	N/A	8	8	\$548.93	\$0.00
4xT1	6	9 - 12	N/A	Adtran	N/A	12	12	\$612.54	\$0.00
4xT1	6	13 - 18	N/A	Adtran	N/A	18	18	\$683.21	\$0.00
4xT1	6	19 - 24	N/A	Adtran	N/A	24	24	\$768.01	\$0.00
4xT1	6	25 - 30	N/A	Adtran	Adtran or Cisco	24	30	\$852.82	\$0.00
4xT1	6	31 - 36	N/A	Adtran	Adtran or Cisco	24	36	\$937.62	\$0.00
4xT1	6	37 - 42	N/A	Adtran	Adtran or Cisco	24	42	\$1,022.43	\$0.00
4xT1	6	43 - 506	N/A	Adtran	Adtran or Cisco	24	46	\$1,121.36	\$0.00
5xT1	7.5	4 - 8	N/A	Adtran	N/A	8	8	\$609.86	\$0.00
5xT1	7.5	9 - 12	N/A	Adtran	N/A	12	12	\$673.46	\$0.00
5xT1	7.5	13 - 18	N/A	Adtran	N/A	18	18	\$744.13	\$0.00
5xT1	7.5	19 - 24	N/A	Adtran	N/A	24	23	\$828.94	\$0.00
5xT1	7.5	25 - 30	N/A	Adtran	Adtran or Cisco	24	30	\$913.74	\$0.00
5xT1	7.5	31 - 36	N/A	Adtran	Adtran or Cisco	24	36	\$998.55	\$0.00
5xT1	7.5	37 - 42	N/A	Adtran	Adtran or Cisco	24	42	\$1,083.35	\$0.00
5xT1	7.5	43 - 50	N/A	Adtran	Adtran or Cisco	24	46	\$1,182.29	\$0.00
6xT1	9	4 - 8	N/A	Adtran	N/A	8	8	\$674.37	\$0.00
6xT1	9	9 - 12	N/A	Adtran	N/A	12	12	\$737.98	\$0.00
6xT1	9	13 - 18	N/A	Adtran	N/A	18	18	\$808.65	\$0.00
6xT1	9	19 - 24	N/A	Adtran	N/A	24	23	\$893.45	\$0.00
6xT1	9	25 - 30	N/A	Adtran	Adtran or Cisco	24	30	\$978.26	\$0.00
6xT1	9	31 - 36	N/A	Adtran	Adtran or Cisco	24	36	\$1,063.06	\$0.00
6xT1	9	37 - 42	N/A	Adtran	Adtran or Cisco	24	42	\$1,147.87	\$0.00
6xT1	9	43 - 50	N/A	Adtran	Adtran or Cisco	24	46	\$1,246.80	\$0.00
7xT1	10.5	4 - 8	N/A	Adtran	N/A	8	8	\$729.03	\$0.00
7xT1	10.5	9 - 12	N/A	Adtran	N/A	12	12	\$792.63	\$0.00
7xT1	10.5	13 - 18	N/A	Adtran	N/A	18	18	\$863.30	\$0.00
7xT1	10.5	19 - 24	N/A	Adtran	N/A	24	23	\$948.11	\$0.00

7xT1	10.5	25 - 30	N/A	Adtran	Adtran or Cisco	24	30	30	\$1,032.91	\$0.00
7xT1	10.5	31 - 36	N/A	Adtran	Adtran or Cisco	24	36	36	\$1,117.72	\$0.00
7xT1	10.5	37 - 42	N/A	Adtran	Adtran or Cisco	24	42	42	\$1,202.52	\$0.00
7xT1	10.5	43 - 50	N/A	Adtran	Adtran or Cisco	24	46	48	\$1,301.46	\$0.00
8xT1	12	4 - 8	N/A	Adtran	N/A	8	8	8	\$771.14	\$0.00
8xT1	12	9 - 12	N/A	Adtran	N/A	12	12	12	\$834.74	\$0.00
8xT1	12	13 - 18	N/A	Adtran	N/A	18	18	18	\$905.41	\$0.00
8xT1	12	19 - 24	N/A	Adtran	N/A	24	23	24	\$990.22	\$0.00
8xT1	12	25 - 30	N/A	Adtran	Adtran or Cisco	24	30	30	\$1,075.02	\$0.00
8xT1	12	31 - 36	N/A	Adtran	Adtran or Cisco	24	36	36	\$1,159.83	\$0.00
8xT1	12	37 - 42	N/A	Adtran	Adtran or Cisco	24	42	42	\$1,244.63	\$0.00
8xT1	12	43 - 50	N/A	Adtran	Adtran or Cisco	24	46	48	\$1,343.57	\$0.00

¹ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with Premium (CoS)

² # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available.

³ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁴ 4xT1 via the IAD only supports analog lines (PRI and digital trunks are not available). A managed router must be ordered in addition to the IAD to support

⁵ A managed router is required in addition to the managed IAD to support BWs > 4xT1. Adtran or Cisco are available options. The MR is not included in

Voice + Internet

WAN Access	Bandwidth (Mbps) ¹	Call Package (# simultaneous calls) ²		managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls ¹	Maximum Digital Trunk calls	MRC	NRC
10/100	2	4 - 8	N/A	Adtran	N/A	8	8	8	\$377.80	\$0.00
10/100	2	9 - 15	N/A	Adtran	N/A	15	15	15	\$441.40	\$0.00
10/100	4	4 - 8	N/A	Adtran	N/A	8	8	8	\$462.02	\$0.00
10/100	4	9 - 15	N/A	Adtran	N/A	15	15	15	\$525.62	\$0.00
10/100	4	16 - 21	N/A	Adtran	N/A	21	21	21	\$681.10	\$0.00
10/100	4	22 - 30	N/A	Adtran	N/A	24	30	30	\$765.90	\$0.00
10/100	6	4 - 8	N/A	Adtran	N/A	8	8	8	\$548.93	\$0.00
10/100	6	9 - 15	N/A	Adtran	N/A	15	15	15	\$612.54	\$0.00
10/100	6	16 - 21	N/A	Adtran	N/A	21	21	21	\$768.01	\$0.00
10/100	6	22 - 30	N/A	Adtran	N/A	24	30	30	\$852.82	\$0.00
10/100	6	31 - 37	N/A	Adtran	N/A	24	37	37	\$937.62	\$0.00
10/100	6	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,022.43	\$0.00
10/100	8	4 - 8	N/A	Adtran	N/A	8	8	8	\$632.26	\$0.00
10/100	8	9 - 15	N/A	Adtran	N/A	15	15	15	\$695.86	\$0.00
10/100	8	16 - 21	N/A	Adtran	N/A	21	21	21	\$851.34	\$0.00
10/100	8	22 - 30	N/A	Adtran	N/A	24	30	30	\$936.14	\$0.00
10/100	8	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,020.95	\$0.00
10/100	8	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,105.75	\$0.00
10/100	10	4 - 8	N/A	Adtran	N/A	8	8	8	\$716.48	\$0.00
10/100	10	9 - 15	N/A	Adtran	N/A	15	15	15	\$780.09	\$0.00
10/100	10	16 - 21	N/A	Adtran	N/A	21	21	21	\$935.56	\$0.00
10/100	10	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,020.37	\$0.00
10/100	10	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,105.17	\$0.00
10/100	10	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,189.98	\$0.00
10/100	10	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,288.92	\$0.00
10/100	15	4 - 8	N/A	Adtran	N/A	8	8	8	\$858.05	\$0.00
10/100	15	9 - 15	N/A	Adtran	N/A	15	15	15	\$921.66	\$0.00
10/100	15	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,077.13	\$0.00
10/100	15	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,161.94	\$0.00
10/100	15	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,246.74	\$0.00
10/100	15	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,331.55	\$0.00
10/100	15	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,430.48	\$0.00

10/100	20	4 - 8	N/A	Adtran	N/A	8	8	8	\$996.93	\$0.00
10/100	20	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,060.54	\$0.00
10/100	20	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,216.01	\$0.00
10/100	20	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,300.82	\$0.00
10/100	20	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,385.62	\$0.00
10/100	20	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,470.43	\$0.00
10/100	20	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,569.36	\$0.00
10/100	25	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,139.40	\$0.00
10/100	25	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,203.00	\$0.00
10/100	25	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,358.48	\$0.00
10/100	25	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,443.28	\$0.00
10/100	25	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,528.08	\$0.00
10/100	25	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,612.89	\$0.00
10/100	25	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,711.83	\$0.00
10/100	30	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,280.96	\$0.00
10/100	30	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,344.57	\$0.00
10/100	30	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,500.04	\$0.00
10/100	30	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,584.85	\$0.00
10/100	30	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,669.65	\$0.00
10/100	30	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,754.46	\$0.00
10/100	30	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,853.40	\$0.00
10/100	35	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,419.84	\$0.00
10/100	35	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,483.45	\$0.00
10/100	35	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,638.92	\$0.00
10/100	35	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,723.73	\$0.00
10/100	35	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,808.53	\$0.00
10/100	35	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,893.34	\$0.00
10/100	35	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,992.28	\$0.00
10/100	40	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,561.41	\$0.00
10/100	40	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,625.02	\$0.00
10/100	40	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,780.49	\$0.00
10/100	40	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,865.30	\$0.00
10/100	40	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,950.10	\$0.00
10/100	40	38 - 45	N/A	Adtran	N/A	24	45	45	\$2,034.91	\$0.00
10/100	40	46 - 50	N/A	Adtran	N/A	24	46	48	\$2,133.84	\$0.00
10/100	45	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,700.29	\$0.00
10/100	45	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,763.90	\$0.00
10/100	45	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,919.37	\$0.00
10/100	45	22 - 30	N/A	Adtran	N/A	24	30	30	\$2,004.18	\$0.00
10/100	45	31 - 37	N/A	Adtran	N/A	24	37	37	\$2,088.98	\$0.00
10/100	45	38 - 45	N/A	Adtran	N/A	24	45	45	\$2,173.79	\$0.00
10/100	45	46 - 50	N/A	Adtran	N/A	24	46	48	\$2,272.72	\$0.00
10/100	50	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,841.86	\$0.00
10/100	50	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,905.46	\$0.00
10/100	50	16 - 21	N/A	Adtran	N/A	21	21	21	\$2,060.94	\$0.00
10/100	50	22 - 30	N/A	Adtran	N/A	24	30	30	\$2,145.74	\$0.00
10/100	50	31 - 37	N/A	Adtran	N/A	24	37	37	\$2,230.55	\$0.00
10/100	50	38 - 45	N/A	Adtran	N/A	24	45	45	\$2,315.35	\$0.00
10/100	50	46 - 50	N/A	Adtran	N/A	24	46	48	\$2,414.29	\$0.00

¹ pricing and availability of bandwidths > 50 Mbps is ICB.

² # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available.

³ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁴ PREMIUM/CoS has an additional charge.

On-Net Converged Services Transport Pricing

The Transport Pricing below applies to all Converged Services Packages. Transport is a separate charge that is applied in addition to the Converged access charges provided in the sections above.

WAN Access	Bandwidth (Mbps) ¹	MRC Description	MRC	NRC Description	NRC
1xT1 - 8xT1	1.5 - 12 mb	Price per	\$60.93		\$0.00
DS3	3 - 45 mb	Price per	\$232.96		\$0.00
OC3	35 - 155 mb	Price per	\$655.87		\$0.00
10/100 Port	2 - 100 mb	Price per	\$232.96		\$0.00
GigE Port	1000mb	Price per	\$501.76		\$0.00

Off-Net Converged Services Transport Pricing

The Transport Pricing below applies to all Converged Services Packages. Transport is

WAN Access	Bandwidth (Mbps) ¹	MRC Description	MRC	NRC Description	NRC
1xT1 - 8xT1	1.5 - 12 mb	Price per	Tab D-3-8		
DS3	3 - 45 mb	Price per	Tab D-3-9		
OC3	35 - 155 mb	Price per	N/A		
10/100 Port	2 - 100 mb	Price per	N/A		
GigE Port	1000mb	Price per	N/A		

Converged Services Managed Router						
Bandwidths	Bandwidths	Vendor	Router Model	Ports	MRC	NRC
T1, 2xT1	1.5 - 3 mb	CISCO	1841 ISR	(Cat5e)	\$336.00	\$560.00
3xT1-8xT1	4.5 - 12mb	CISCO	2821 ISR	/1,000	\$336.00	\$560.00
DS3	3 - 45 mb	CISCO	3845 ISR	/1,000	\$336.00	\$560.00
OC3	35 - 155 mb	CISCO	7201	/1,000	\$336.00	\$560.00
Mbps port)	2 - 10 mb	CISCO	1841 ISR	(Cat5e)	\$336.00	\$560.00
Mbps port)	15 - 50 mb	CISCO	2821 ISR	/100 /1,000 (C	\$336.00	\$560.00
Mbps port)	55 - 100 mb	CISCO	3845 ISR	0/100 /1,000 (C	\$336.00	\$560.00
Gbps port)	mb	CISCO	7201	0/100 /1,000 (C	\$616.00	\$560.00
Gbps port)	1 Gbps	CISCO	ASR1002	/1,000 (SFP	\$952.00	\$1,120.00
T1 - 2xT1	1.5 - 3 mb	ADTRAN	NetVanta 3430	(Cat5e)	\$84.00	\$560.00
3xT1 - 8xT1	4.5 - 12 mb	ADTRAN	NetVanta 4430	/1,000 (Cat5)	\$84.00	\$560.00
DS3	3 - 45 mb	ADTRAN	NetVanta 3430	(Cat5e)	\$112.00	\$560.00
Mbps port)	2 - 10 mb	ADTRAN	NetVanta 3430	(Cat5e)	\$112.00	\$560.00
Mbps port)	15 - 100 mb	ADTRAN	NetVanta 4430	/1,000	\$112.00	\$560.00

⁴ SFP interface is available as a non-standard request for an additional charge

⁵ SFP is required with this configuration. Available options include: SX-MM (Shorthaul), LX-SM (Longhaul) and T (Copper SFP).

Item	MRC	Description	NRC	Description
Direct SIP/SIP Trunking				
25 Call Paths	\$368.68			
50 Call Paths	\$737.35		\$0.00	
75 Call Paths	\$1,106.03		\$0.00	
100 Call Paths	\$1,474.70		\$0.00	
125 Call Paths	\$1,740.97		\$0.00	
150 Call Paths	\$2,089.17		\$0.00	
175 Call Paths	\$2,437.37		\$0.00	
200 Call Paths	\$2,785.55		\$0.00	
225 Call Paths	\$3,133.75		\$0.00	

250 Call Paths	\$3,481.95		\$0.00	
275 Call Paths	\$3,604.83		\$0.00	
300 Call Paths	\$3,932.54		\$0.00	
325 Call Paths	\$4,260.26		\$0.00	
350 Call Paths	\$4,587.97		\$0.00	
375 Call Paths	\$4,915.68		\$0.00	
400 Call Paths	\$5,243.39		\$0.00	
425 Call Paths	\$5,571.10		\$0.00	
450 Call Paths	\$5,898.82		\$0.00	
475 Call Paths	\$6,226.53		\$0.00	
500 Call Paths	\$6,554.24		\$0.00	
500+Call	ICB			
IP Transport	\$76.16	On-Net Fee	\$0.00	
IP Transport	\$291.20	On-Net Fee	\$0.00	
IP Transport	\$291.20	On-Net Fee	\$0.00	
ILAN				
10 Mbps ILAN	\$24.44		\$0.00	
ILAN Internet	\$55.55		\$0.00	
ILAN Data 128	\$109.70		\$0.00	
ILAN Data 256	\$149.11		\$0.00	
ILAN Data 384	\$201.35		\$0.00	
ILAN Data 512	\$227.47		\$0.00	
ILAN Data 640	\$253.59		\$0.00	
ILAN Data 768	\$279.70		\$0.00	
ILAN Data 896	\$284.93		\$0.00	
ILAN Data	\$287.30		\$0.00	
ILAN Data	\$311.05		\$0.00	
ILAN Data	\$334.32		\$0.00	
ILAN Data	\$358.06		\$0.00	
ILAN Data	\$381.33		\$0.00	
ILAN Data	\$410.30		\$0.00	
ILAN Lines,	\$18.55		\$0.00	
ILAN IPRI B	\$19.78		\$0.00	
ILAN PRI	\$53.76		\$0.00	
IP F/X				
Virtual Reach	\$280.00		\$0.00	
Local Reach	\$364.00		\$0.00	
Reach	\$56.00		\$0.00	
IP Trunks				
10 Mb	\$247.30		\$0.00	
2 Mb	\$376.32		\$0.00	
4 Mb	\$752.64		\$0.00	
6 Mb	\$1,075.20		\$0.00	
8 Mb	\$1,433.60		\$0.00	
NSP - Not Separately Priced				

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

DS-3s not listed are ICB. OC-3 and higher bandwidths are ICB.

Type II Ethernet is ICB.

Pricing noted below is off-net access pricing. Rates listed are Not-To-Exceed prices

Cost Recovery Fee = 12%

DS1 ACCESS RATES			
City	Hub CLLI	MRC	NRC
McKinney	ABRYTXGI	\$460.52	\$0.00
Ft Worth	ACTNTXXA	\$559.26	\$390.26
Amarillo	ADRNTXXA	\$1,123.19	\$431.48
Austin	ADVLTXAV	\$905.08	\$0.00
Corpus Christi	AGDLTXXA	\$603.90	\$695.52
Houston	AGTNTXDA	\$506.12	\$0.00
Houston	AGTNTXTI	\$574.51	\$0.00
Dallas	ALBATXXA	\$883.76	\$1,610.00
Corpus Christi	ALICTXAL	\$655.08	\$0.00
Allen	ALLNTXSA	\$154.56	\$0.00
Amarillo	ALSNTXAL	\$1,339.00	\$0.00
Humble	ALTOTXXO	\$1,384.45	\$583.46
Ft Worth	ALVDTXTI	\$483.32	\$0.00
Alvin	ALVNTXAL	\$154.56	\$0.00
Ft Worth	ALVRTXXA	\$724.05	\$0.00
Ft Worth	ALXNTXXA	\$1,002.72	\$361.93
Amarillo	AMRLTX02	\$132.54	\$0.00
Amarillo	AMRLTXDI	\$290.32	\$0.00
Amarillo	AMRLTXEV	\$221.92	\$0.00
Amarillo	AMRLTXFL	\$210.52	\$0.00
Amarillo	AMRLTXOS	\$267.52	\$0.00
McKinney	ANNATXWA	\$323.74	\$0.00
Corpus Christi	ANRSTXXA	\$1,154.45	\$361.93
Humble	APSPTXXP	\$1,095.75	\$583.46
Houston	ARCLTXXA	\$369.71	\$695.52
Carrollton	ARGYTXXB	\$234.16	\$695.52
Corpus Christi	ARMSTXXA	\$1,372.71	\$361.93
Corpus Christi	ARPSTXXA	\$422.30	\$695.52
Tomball	ARSNTXXA	\$619.14	\$0.00
San Antonio	ARWLTXXA	\$1,413.64	\$361.93
San Antonio	ASTNTXAS	\$1,361.03	\$0.00
Humble	ATASTXXA	\$325.74	\$0.00
Dallas	ATHNTXXA	\$883.18	\$0.00
Houston	ATONTXXA	\$1,445.01	\$431.48
Austin	AUSTTX02	\$221.15	\$0.00
Austin	AUSTTXBC	\$154.56	\$0.00
Austin	AUSTTXBE	\$369.33	\$0.00
Austin	AUSTTXCF	\$255.35	\$0.00
Austin	AUSTTXCR	\$300.94	\$0.00
Austin	AUSTTXCV	\$154.56	\$0.00
Austin	AUSTTXEV	\$154.56	\$0.00
Austin	AUSTTXFA	\$154.56	\$0.00
Austin	AUSTTXFI	\$141.68	\$0.00
Austin	AUSTTXGR	\$128.80	\$0.00
Austin	AUSTTXHI	\$141.68	\$0.00
Austin	AUSTTXHO	\$141.68	\$0.00
Austin	AUSTTXJO	\$154.56	\$0.00
Austin	AUSTTXLE	\$154.56	\$0.00
Austin	AUSTTXLT	\$312.34	\$0.00
Austin	AUSTTXLW	\$323.74	\$0.00
Austin	AUSTTXMA	\$289.54	\$0.00
Austin	AUSTTXMC	\$154.56	\$0.00
Austin	AUSTTXMF	\$154.56	\$0.00
Austin	AUSTTXPF	\$154.56	\$0.00
Austin	AUSTTXRR	\$154.56	\$0.00
Austin	AUSTTXTE	\$141.68	\$0.00
Austin	AUSTXTW	\$154.56	\$0.00
Austin	AUSTTXWA	\$154.56	\$0.00
Austin	AUSUTXEN	\$209.75	\$0.00
Ft Worth	AZLETXXA	\$411.19	\$695.52
San Antonio	BAVLTXBK	\$1,475.02	\$0.00

Dallas	BAWLTXXA	\$1,739.87	\$431.48
Austin	BCDMTXXA	\$672.09	\$1,610.00
Dickinson	BCLFTXXA	\$272.09	\$695.52
Tomball	BEDSTXXA	\$1,171.93	\$431.48
Corpus Christi	BEVLTXBV	\$712.07	\$0.00
Dallas	BFLOTXXA	\$1,958.25	\$431.48
San Antonio	BGWLTXBV	\$1,201.45	\$0.00
Baytown	BHCYTXXA	\$240.16	\$695.52
Houston	BKSHTXXA	\$448.28	\$583.46
San Antonio	BLANTXXA	\$638.40	\$695.52
San Antonio	BLCNTXXA	\$594.21	\$361.93
Ft Worth	BLDLTXXA	\$955.63	\$361.93
Houston	BLNCTXXA	\$1,047.47	\$361.93
Rosenberg	BLNGTXXA	\$500.48	\$1,610.00
Dallas	BLRDTXXA	\$1,142.13	\$0.00
Plano	BLRGTXA	\$545.69	\$1,610.00
Dallas	BLSMTXXA	\$1,363.30	\$361.93
Dallas	BLSVTXXA	\$729.82	\$1,610.00
Corpus Christi	BLTNTXXA	\$1,027.66	\$695.52
Ft Worth	BLUMTXXA	\$708.31	\$390.26
Rosenberg	BLVLTXXB	\$642.91	\$0.00
San Antonio	BLVRTXXA	\$483.98	\$361.93
San Antonio	BNDRTXBD	\$574.51	\$0.00
Dallas	BNFRTXXA	\$1,154.18	\$361.93
Amarillo	BNHLTXXA	\$1,624.55	\$361.93
Plano	BNHMTXXA	\$880.21	\$695.52
Corpus Christi	BNVDTXBN	\$905.85	\$0.00
Carrollton	BNVLTXXA	\$525.05	\$695.52
Dallas	BNWHTXXA	\$1,014.39	\$695.52
Dallas	BOGTTXXA	\$1,614.33	\$431.48
Amarillo	BOKRTXXA	\$2,162.67	\$431.48
San Antonio	BORNTXXA	\$446.50	\$695.52
Amarillo	BOVNTXXA	\$1,577.97	\$431.48
Ft Worth	BOYDTXXA	\$547.46	\$0.00
Dallas	BRBOTXXA	\$987.54	\$0.00
Corpus Christi	BRCLTXXA	\$770.10	\$0.00
Humble	BRDDTXXA	\$1,857.41	\$431.48
San Antonio	BRDLTXXA	\$1,775.65	\$361.93
Amarillo	BRGRTXBG	\$643.68	\$0.00
Georgetown	BRGSTXXB	\$474.06	\$1,610.00
Tomball	BRHMTXBR	\$745.49	\$0.00
Ft Worth	BRPTTXXA	\$674.32	\$0.00
Ft Worth	BRRGTXHI	\$1,247.04	\$0.00
Dallas	BRSHTXA	\$826.05	\$1,610.00
Dallas	BRSTTXXA	\$522.36	\$1,610.00
Dallas	BRTHTXA	\$951.11	\$1,610.00
Tomball	BRTOTXXA	\$835.65	\$1,610.00
Georgetown	BRTRTXXA	\$493.23	\$1,610.00
Corpus Christi	BRUNTXXB	\$1,236.42	\$0.00
Dallas	BRWLTXXA	\$633.62	\$1,610.00
Houston	BRZRTXXA	\$845.98	\$361.93
Houston	BRZRTXXB	\$1,005.64	\$361.93
Corpus Christi	BSHPTXXA	\$567.57	\$695.52
Rosenberg	BSLYTXA	\$284.38	\$583.46
Corpus Christi	BSNGTXXA	\$1,463.50	\$695.52
Austin	BSTRTXBS	\$494.72	\$0.00
Ft Worth	BSVLTXXA	\$651.50	\$0.00
Humble	BTSNTXXA	\$607.78	\$1,610.00
San Antonio	BTVLTXBV	\$1,041.86	\$0.00
Buda	BUDATXXA	\$174.73	\$695.52
Georgetown	BURNTXXA	\$612.04	\$1,610.00
Rosenberg	BYCYTXBY	\$665.70	\$0.00
Amarillo	BYRNTXXA	\$879.56	\$431.48
Corpus Christi	BYSDTXBY	\$449.90	\$0.00
Baytown	BYTWTXXA	\$174.73	\$695.52
Baytown	BYTWTXXB	\$240.16	\$695.52
Baytown	BYTWTXXC	\$240.16	\$695.52
Dallas	CASHTXXA	\$614.38	\$1,610.00
Dallas	CAYGTAB	\$962.61	\$0.00
Amarillo	CCTSTXXA	\$1,269.36	\$431.48
Dallas	CDMLTXXA	\$603.03	\$1,610.00
Amarillo	CDWRTXXA	\$1,523.82	\$361.93
McKinney	CELNTXDU	\$346.54	\$0.00
Plano	CELSTXXA	\$645.33	\$1,610.00
Humble	CENTTXC	\$1,250.40	\$583.46
Humble	CHESTXXA	\$1,392.80	\$361.93

Ft Worth	CHICTXXA	\$714.57	\$0.00
Dallas	CHNDTXXA	\$1,032.10	\$0.00
Amarillo	CHNGTXXA	\$1,041.99	\$431.48
Corpus Christi	CHRCTXXA	\$902.18	\$0.00
San Antonio	CHRLTXXA	\$700.45	\$695.52
Humble	CHRNTXCH	\$1,284.14	\$0.00
San Antonio	CHRSTXCH	\$677.10	\$0.00
Ft Worth	CISCTXHI	\$1,326.83	\$0.00
Amarillo	CLADTXXB	\$798.37	\$431.48
Ft Worth	CLBNTXMI	\$517.52	\$0.00
Amarillo	CLDNTXXA	\$1,269.36	\$431.48
Amarillo	CLETTXXA	\$633.99	\$361.93
Humble	CLEVTXCL	\$483.54	\$0.00
Rosenberg	CLMBTXCL	\$734.10	\$0.00
El Paso	CLNNTXMA	\$267.52	\$0.00
Houston	CLSPTXXA	\$900.74	\$361.93
Houston	CLUTTXCL	\$665.70	\$0.00
Houston	CLUTTXLJ	\$665.70	\$0.00
Dallas	CMBYTXXA	\$909.52	\$361.93
San Antonio	CMFTTXA	\$842.24	\$361.93
Dallas	CMPBTXXA	\$842.43	\$361.93
Dallas	CMRCTXXA	\$817.26	\$0.00
San Antonio	CMTNTXCB	\$711.30	\$0.00
San Antonio	CMWDTXXA	\$1,742.07	\$361.93
Corpus Christi	CNCPTXXA	\$1,372.71	\$361.93
Amarillo	CNDNTXCD	\$1,259.21	\$0.00
San Antonio	CNPNTXXA	\$829.28	\$361.93
El Paso	CNTLTXMA	\$244.72	\$0.00
Dallas	CNTNTXXA	\$855.79	\$695.52
Humble	CNTRTXCN	\$1,482.49	\$0.00
Dallas	CNVLTXXA	\$2,266.24	\$431.48
Amarillo	CNYNTXCY	\$370.11	\$0.00
Dallas	COMOTXXA	\$970.35	\$1,610.00
Spring	CONRTXXA	\$398.37	\$583.46
Dallas	COPRTXXA	\$930.48	\$0.00
San Antonio	COSTTXA	\$1,154.45	\$361.93
Plano	COVLTXXA	\$717.53	\$695.52
Austin	CPLDTXXA	\$431.56	\$1,610.00
Ft Worth	CRBNTXXA	\$1,428.03	\$361.93
Corpus Christi	CRCHTXBU	\$244.72	\$0.00
Corpus Christi	CRCHTXCA	\$313.11	\$0.00
Corpus Christi	CRCHTXFB	\$301.71	\$0.00
Corpus Christi	CRCHTXPD	\$370.11	\$0.00
Corpus Christi	CRCHTXTE	\$221.92	\$0.00
Corpus Christi	CRCHTXTU	\$115.92	\$0.00
Corpus Christi	CRCHTXWY	\$256.12	\$0.00
Humble	CRCTTXA	\$1,635.67	\$431.48
San Antonio	CRCYTXCC	\$1,281.24	\$0.00
Humble	CRGNTXCR	\$887.43	\$0.00
San Antonio	CRMLTXXA	\$730.27	\$361.93
Houston	CRMNTXXA	\$1,319.63	\$361.93
Ft Worth	CRPLTXXA	\$1,807.14	\$431.48
Houston	CRSBTXXA	\$300.86	\$695.52
Dallas	CRSCTXTR	\$779.69	\$0.00
Ft Worth	CRSNTXXA	\$454.24	\$390.26
San Antonio	CRSPTXCS	\$1,372.43	\$0.00
Carrollton	CRTNTXXA	\$168.73	\$695.52
Carrollton	CRTNTXXB	\$234.16	\$695.52
Carrollton	CRTNTXXC	\$234.16	\$695.52
Carrollton	CRTNTXXD	\$168.73	\$695.52
Ft Worth	CRTOTXXA	\$1,153.85	\$361.93
Humble	CSNGTXXA	\$2,134.59	\$431.48
San Antonio	CSVLTXCT	\$437.73	\$0.00
San Antonio	CTLLTXCO	\$1,133.05	\$0.00
San Antonio	CTRNTXCR	\$1,349.63	\$0.00
Humble	CTSHTXXC	\$466.82	\$583.46
Corpus Christi	CUERTXCR	\$1,190.82	\$0.00
Ft Worth	CVTNTXXA	\$686.89	\$390.26
Houston	CYPRTXCY	\$278.14	\$0.00
Buda	DALETXXA	\$473.25	\$1,610.00
Rosenberg	DAMNTXXA	\$445.13	\$583.46
Rosenberg	DAMNTXXB	\$405.27	\$583.46
Amarillo	DAWNTXXA	\$835.46	\$361.93
Humble	DBLLTXXD	\$1,095.75	\$583.46
Ft Worth	DBLNTXXA	\$1,011.57	\$0.00
Dickinson	DCSNTXXA	\$174.73	\$695.52

Ft Worth	DCTRTXXA	\$625.61	\$0.00
Amarillo	DDSNTXXA	\$2,097.69	\$431.48
Ft Worth	DELNTXXA	\$1,415.63	\$361.93
Dallas	DEPTTXXA	\$1,519.97	\$431.48
McKinney	DESNTXHO	\$631.51	\$0.00
San Antonio	DEVNTXDV	\$574.51	\$0.00
Irving	DFIATXXA	\$234.16	\$695.52
San Antonio	DHNSTXXA	\$766.76	\$361.93
El Paso	DLCYTXXA	\$1,406.29	\$361.93
Amarillo	DLHRTXXA	\$1,480.52	\$431.48
Dallas	DLLSTX23	\$209.75	\$0.00
Addison	DLLSTXAD	\$128.80	\$0.00
Dallas	DLLSTXCH	\$266.74	\$0.00
Dallas	DLLSTXDA	\$255.35	\$0.00
Dallas	DLLSTXDI	\$141.68	\$0.00
Dallas	DLLSTXDN	\$312.34	\$0.00
Dallas	DLLSTXDS	\$369.33	\$0.00
Dallas	DLLSTXDV	\$154.56	\$0.00
Dallas	DLLSTXEM	\$141.68	\$0.00
Dallas	DLLSTXEV	\$266.74	\$0.00
Dallas	DLLSTXEX	\$289.54	\$0.00
Dallas	DLLSTXFB	\$141.68	\$0.00
Dallas	DLLSTXFE	\$154.56	\$0.00
Dallas	DLLSTXFL	\$141.68	\$0.00
Dallas	DLLSTXFR	\$266.74	\$0.00
Grand Prairie	DLLSTXGP	\$141.68	\$0.00
Dallas	DLLSTXHA	\$221.15	\$0.00
Dallas	DLLSTXHU	\$323.74	\$0.00
Dallas	DLLSTXLA	\$154.56	\$0.00
Dallas	DLLSTXLN	\$346.54	\$0.00
Dallas	DLLSTXMC	\$141.68	\$0.00
Dallas	DLLSTXME	\$141.68	\$0.00
Dallas	DLLSTXMS	\$323.74	\$0.00
Dallas	DLLSTXNM	\$278.14	\$0.00
Irving	DLLSTXNO	\$141.68	\$0.00
Dallas	DLLSTXRE	\$141.68	\$0.00
Dallas	DLLSTXRI	\$128.80	\$0.00
Dallas	DLLSTXRN	\$128.80	\$0.00
Dallas	DLLSTXRO	\$128.80	\$0.00
Dallas	DLLSTXRY	\$323.74	\$0.00
Dallas	DLLSTXSE	\$392.13	\$0.00
Dallas	DLLSTXSU	\$323.74	\$0.00
Dallas	DLLSTXTA	\$128.80	\$0.00
Dallas	DLLSTXTL	\$198.35	\$0.00
Whitehall	DLLSTXWH	\$154.56	\$0.00
San Antonio	DLLYTXXA	\$984.97	\$695.52
San Antonio	DLRITXXA	\$1,791.56	\$695.52
San Antonio	DLRITXXB	\$1,720.85	\$695.52
San Antonio	DLRSTXXA	\$2,087.93	\$361.93
Amarillo	DMMTTXXA	\$1,204.40	\$431.48
Carrollton	DNTNTXXA	\$234.16	\$695.52
San Antonio	DOSSTXXA	\$1,342.60	\$361.93
Dallas	DRCHTXXA	\$624.00	\$1,610.00
Buda	DRSPTXXA	\$432.28	\$695.52
Amarillo	DRZTTXXB	\$2,292.60	\$431.48
Ft Worth	DSDMTXXA	\$1,282.78	\$361.93
El Paso	DSHVTXXA	\$717.93	\$361.93
Dallas	DTRTTXXA	\$1,644.74	\$431.48
Amarillo	DUMSTXXA	\$1,090.72	\$431.48
Humble	DVRSTXXA	\$586.07	\$1,610.00
Baytown	DYTNXTDY	\$446.23	\$0.00
Rosenberg	EBRNTXXA	\$418.50	\$695.52
Dallas	ECTRTXXA	\$819.62	\$695.52
Corpus Christi	EDNATXED	\$1,236.42	\$0.00
Dallas	EDWDTXTW	\$779.69	\$0.00
Rosenberg	EGLKTXEG	\$574.51	\$0.00
Amarillo	EGLNTXXA	\$1,423.09	\$361.93
San Antonio	EGPSTXEP	\$1,668.80	\$0.00
Dallas	EKHTTXXA	\$2,124.32	\$431.48
Rosenberg	ELCMTXEL	\$631.51	\$0.00
Austin	ELGNTXEL	\$414.93	\$0.00
El Paso	ELPSTXEA	\$210.52	\$0.00
El Paso	ELPSTXHA	\$132.54	\$0.00
El Paso	ELPSTXHC	\$256.12	\$0.00
El Paso	ELPSTXMA	\$132.54	\$0.00
El Paso	ELPSTXMS	\$313.11	\$0.00

El Paso	ELPSTXNE	\$267.52	\$0.00
El Paso	ELPSTXNO	\$132.54	\$0.00
El Paso	ELPSTXSE	\$132.54	\$0.00
El Paso	ELPSTXSH	\$132.54	\$0.00
El Paso	ELPSTXYS	\$132.54	\$0.00
Dallas	EMHSTXXA	\$720.20	\$1,610.00
Dallas	EMRYTXXA	\$836.66	\$1,610.00
San Antonio	ENCLTXEC	\$1,440.82	\$0.00
Corpus Christi	ENCNTXXA	\$1,523.82	\$361.93
Dallas	ENNSTXTR	\$574.51	\$0.00
Ft Worth	ESLDTXMA	\$1,235.64	\$0.00
Dallas	ESTCTXXA	\$820.30	\$0.00
Amarillo	ESTLTXXA	\$1,837.82	\$431.48
Humble	ETOLTXXE	\$1,301.96	\$583.46
Ft Worth	EVNTTXXA	\$1,303.91	\$361.93
Humble	EVRGTXXA	\$859.77	\$361.93
El Paso	FBNSTXXC	\$603.47	\$431.48
Ft Worth	FLATTXXA	\$1,190.19	\$0.00
Corpus Christi	FLFRTXXA	\$942.89	\$695.52
Amarillo	FLLTTXXA	\$2,406.29	\$431.48
Humble	FLSPTXXF	\$1,178.24	\$583.46
Corpus Christi	FLTOTXFL	\$1,669.57	\$0.00
San Antonio	FLVLTXXA	\$521.31	\$1,610.00
San Antonio	FRBGTXXA	\$836.99	\$695.52
San Antonio	FRCNTXXA	\$1,490.23	\$361.93
Corpus Christi	FRERTXFR	\$1,042.64	\$0.00
Dallas	FRFDTXXB	\$1,566.59	\$431.48
Amarillo	FRINTXXA	\$1,366.83	\$431.48
Amarillo	FRIOTXXA	\$1,087.29	\$361.93
Dallas	FRNYTXHI	\$403.53	\$0.00
Houston	FRPTTXFR	\$699.90	\$0.00
Dallas	FRRSTXXA	\$452.63	\$1,610.00
Frisco	FRSCTXCO	\$266.74	\$0.00
Frisco	FRSCTXES	\$154.56	\$0.00
Frisco	FRSCTXWE	\$300.94	\$0.00
Amarillo	FRTCTXXA	\$879.56	\$431.48
Dallas	FRTNTXXA	\$1,083.58	\$0.00
McKinney	FRVLTXST	\$380.73	\$0.00
Amarillo	FRWLTXXA	\$1,775.65	\$361.93
Keller	FSBGTXXA	\$1,178.83	\$361.93
El Paso	FTHNTXXC	\$960.78	\$431.48
Ft Worth	FTWOTXAL	\$335.14	\$0.00
Ft Worth	FTWOTXAR	\$154.56	\$0.00
Ft Worth	FTWOTXAT	\$154.56	\$0.00
Ft Worth	FTWOTXAX	\$289.54	\$0.00
Ft Worth	FTWOTXBB	\$266.74	\$0.00
Ft Worth	FTWOTXBE	\$312.34	\$0.00
Ft Worth	FTWOTXBN	\$369.33	\$0.00
Mansfield	FTWOTXBR	\$154.56	\$0.00
Ft Worth	FTWOTXBU	\$154.56	\$0.00
Ft Worth	FTWOTXBY	\$346.54	\$0.00
Ft Worth	FTWOTXCE	\$266.74	\$0.00
Ft Worth	FTWOTXCF	\$221.15	\$0.00
Ft Worth	FTWOTXCI	\$255.35	\$0.00
Ft Worth	FTWOTXCP	\$221.15	\$0.00
Ft Worth	FTWOTXCR	\$141.68	\$0.00
Ft Worth	FTWOTXEC	\$312.34	\$0.00
Ft Worth	FTWOTXED	\$128.80	\$0.00
Ft Worth	FTWOTXEU	\$141.68	\$0.00
Ft Worth	FTWOTXGL	\$154.56	\$0.00
Ft Worth	FTWOTXJE	\$243.95	\$0.00
Ft Worth	FTWOTXKE	\$154.56	\$0.00
Ft Worth	FTWOTXLW	\$255.35	\$0.00
Ft Worth	FTWOTXMA	\$154.56	\$0.00
Ft Worth	FTWOTXPE	\$154.56	\$0.00
Ft Worth	FTWOTXTE	\$154.56	\$0.00
Ft Worth	FTWOTXWA	\$154.56	\$0.00
Ft Worth	FTWOTXWS	\$243.95	\$0.00
Ft Worth	FTWPTXBJ	\$198.35	\$0.00
San Antonio	FWTNTXXA	\$1,197.04	\$361.93
Corpus Christi	GANDTXXA	\$1,993.90	\$361.93
Dallas	GBCYTXXA	\$769.63	\$0.00
Ft Worth	GDLYTXXA	\$487.73	\$390.26
Amarillo	GDNGTXXA	\$785.09	\$361.93
El Paso	GDPKTXXC	\$1,826.01	\$361.93
Houston	GDRCTXXA	\$818.59	\$361.93

Ft Worth	GDVWTXXA	\$616.14	\$390.26
San Antonio	GLLTXXA	\$662.48	\$1,610.00
Rosenberg	GLNFTXXA	\$559.95	\$0.00
Ft Worth	GLRSTXXA	\$935.47	\$431.48
Galveston	GLTNTXSH	\$232.55	\$0.00
Galveston	GLTNTXSO	\$154.56	\$0.00
Galveston	GLTNTXWI	\$198.35	\$0.00
Humble	GNLDTXXG	\$404.95	\$583.46
San Antonio	GNSTTXXA	\$1,557.39	\$361.93
Dallas	GNTRTXXA	\$603.90	\$695.52
Dallas	GNVLTXGL	\$631.51	\$0.00
San Antonio	GNZLTXXA	\$868.25	\$695.52
Corpus Christi	GOLITXGO	\$860.26	\$0.00
Carrollton	GOVLTXXB	\$988.66	\$695.52
Humble	GPLDTXXA	\$1,801.98	\$431.48
Ft Worth	GRBYTXRA	\$597.31	\$0.00
Ft Worth	GRDNTXMY	\$916.48	\$0.00
Ft Worth	GRFRTXXA	\$778.25	\$0.00
Corpus Christi	GRGWTXXA	\$918.68	\$695.52
Plano	GRLDTXXA	\$234.16	\$695.52
Plano	GRLDTXXB	\$234.16	\$695.52
Plano	GRLDTXXC	\$234.16	\$695.52
Dallas	GRLDTXXE	\$370.12	\$695.52
Amarillo	GRLYTXXA	\$801.88	\$361.93
Ft Worth	GRMNTXXA	\$1,380.83	\$361.93
Georgetown	GRNGTXXA	\$501.74	\$695.52
Amarillo	GROMTXXA	\$1,025.75	\$431.48
Ft Worth	GRPRTXJP	\$289.54	\$0.00
Irving	GRPVTXXA	\$234.16	\$695.52
San Antonio	GRSHTXXB	\$1,022.70	\$695.52
Dallas	GRSLTXXA	\$915.50	\$695.52
Humble	GRSNTXXA	\$1,710.27	\$390.26
Georgetown	GRTWTXXA	\$174.73	\$695.52
Amarillo	GRVRTXGV	\$1,054.03	\$0.00
Rosenberg	GRWDTXGR	\$631.51	\$0.00
Frisco	GSVLTXHO	\$631.51	\$0.00
Ft Worth	GTVLTXXA	\$1,124.66	\$0.00
Humble	GVTNTXXA	\$1,386.20	\$431.48
Amarillo	HARTTXXA	\$1,285.60	\$431.48
Corpus Christi	HBVLTXHB	\$1,156.62	\$0.00
Amarillo	HDLYTXXA	\$1,496.76	\$431.48
Humble	HDSNTXXH	\$1,188.54	\$583.46
Baytown	HFMNTXXA	\$240.16	\$695.52
Baytown	HGLNTXXA	\$296.23	\$695.52
Amarillo	HGNSTXXA	\$2,292.60	\$431.48
Ft Worth	HICOTXXA	\$923.08	\$0.00
Humble	HMBLTXXA	\$180.32	\$0.00
Humble	HMBLTXXC	\$319.10	\$0.00
Tomball	HMPSTXHM	\$528.92	\$0.00
Ft Worth	HMTNTXXA	\$1,082.90	\$0.00
San Antonio	HNCCTXXA	\$835.46	\$361.93
Dallas	HNGVTXFR	\$939.27	\$0.00
Houston	HNTNTXXA	\$1,561.55	\$431.48
Spring	HNVITXHN	\$654.30	\$0.00
San Antonio	HONDTXHO	\$608.71	\$0.00
Plano	HOWETXXA	\$670.85	\$695.52
Amarillo	HPPYTXXA	\$863.32	\$431.48
Humble	HRDNTXXA	\$535.41	\$1,610.00
Amarillo	HRFRTXHF	\$655.08	\$0.00
San Antonio	HRPRTXXA	\$1,382.66	\$361.93
Amarillo	HRTLTXA	\$1,269.36	\$431.48
Houston	HSTNTX08	\$208.27	\$0.00
Houston	HSTNTXAD	\$154.56	\$0.00
Houston	HSTNTXAI	\$141.68	\$0.00
Houston	HSTNTXAL	\$141.68	\$0.00
Houston	HSTNTXAP	\$154.56	\$0.00
Houston	HSTNTXBA	\$141.68	\$0.00
Houston	HSTNTXBR	\$154.56	\$0.00
Houston	HSTNTXBU	\$141.68	\$0.00
Houston	HSTNTXBW	\$300.94	\$0.00
Houston	HSTNTXCA	\$128.80	\$0.00
Houston	HSTNTXCH	\$323.74	\$0.00
Houston	HSTNTXCL	\$128.80	\$0.00
Houston	HSTNTXDP	\$154.56	\$0.00
Houston	HSTNTXEE	\$300.94	\$0.00
Houston	HSTNTXEH	\$278.14	\$0.00

Houston	HSTNTXFA	\$141.68	\$0.00
Houston	HSTNTXFR	\$232.55	\$0.00
Houston	HSTNTXGL	\$266.74	\$0.00
Houston	HSTNTXGP	\$154.56	\$0.00
Houston	HSTNTXGR	\$154.56	\$0.00
Houston	HSTNTXHO	\$141.68	\$0.00
Houston	HSTNTXHU	\$154.56	\$0.00
Houston	HSTNTXID	\$154.56	\$0.00
Dallas	HSTNTXJA	\$141.68	\$0.00
Houston	HSTNTXLA	\$154.56	\$0.00
Baytown	HSTNTXLP	\$262.39	\$0.00
Houston	HSTNTXMA	\$357.94	\$0.00
Houston	HSTNTXMC	\$154.56	\$0.00
Houston	HSTNTXMI	\$154.56	\$0.00
Houston	HSTNTXMO	\$141.68	\$0.00
Houston	HSTNTXNA	\$128.80	\$0.00
Houston	HSTNTXNE	\$243.95	\$0.00
Houston	HSTNTXOR	\$154.56	\$0.00
Houston	HSTNTXOV	\$141.68	\$0.00
Houston	HSTNTXOX	\$154.56	\$0.00
Houston	HSTNTXPA	\$243.95	\$0.00
Houston	HSTNTXPE	\$154.56	\$0.00
Houston	HSTNTXPR	\$141.68	\$0.00
Houston	HSTNTXRE	\$243.95	\$0.00
Houston	HSTNTXRI	\$221.15	\$0.00
Houston	HSTNTXSA	\$154.56	\$0.00
League City	HSTNTXSE	\$277.44	\$0.00
Houston	HSTNTXSH	\$335.14	\$0.00
Houston	HSTNTXSU	\$141.68	\$0.00
Houston	HSTNTXUN	\$141.68	\$0.00
Houston	HSTNTXWA	\$154.56	\$0.00
Houston	HSTNTXWE	\$154.56	\$0.00
Houston	HSTNTXWL	\$255.35	\$0.00
Houston	HSTNTXWY	\$255.35	\$0.00
Houston	HSTXTXSD	\$323.74	\$0.00
Houston	HSTXTXSM	\$209.75	\$0.00
Dickinson	HTCHTXXA	\$308.30	\$695.52
Tomball	HTLKTXXA	\$1,594.20	\$431.48
Corpus Christi	HTVLTXHV	\$1,498.59	\$0.00
Amarillo	HUB TXXA	\$1,322.34	\$361.93
Humble	HULLTXXA	\$571.60	\$1,610.00
San Antonio	HUNTTXXA	\$1,229.89	\$361.93
Austin	HUTTTXXA	\$341.54	\$0.00
Humble	HXLYTXXA	\$2,415.64	\$361.93
Rosenberg	INDSTXXA	\$996.14	\$361.93
San Antonio	INGRTXXA	\$1,132.38	\$361.93
Corpus Christi	INSDTXXA	\$372.84	\$695.52
Tomball	IOLATXXA	\$1,236.89	\$431.48
Irving	IRNGTXXA	\$234.16	\$695.52
Irving	IRNGTXXB	\$234.16	\$695.52
Irving	IRNGTXXC	\$168.73	\$695.52
Irving	IRNGTXXD	\$234.16	\$695.52
Irving	IRNGTXXE	\$234.16	\$695.52
Irving	IRNGTXXF	\$234.16	\$695.52
Irving	IRNGTXXG	\$168.73	\$695.52
Dallas	ITLYTXHU	\$563.11	\$0.00
Dallas	JCSNTXXA	\$765.51	\$695.52
San Antonio	JHCYTXXA	\$785.51	\$695.52
Ft Worth	JNBOTXXA	\$1,065.73	\$0.00
Houston	JOQNTXXA	\$2,246.95	\$431.48
Ft Worth	JPLNTXXA	\$700.92	\$0.00
Georgetown	JRRLTXXA	\$380.71	\$695.52
San Antonio	JRTNTXXA	\$607.41	\$695.52
Dallas	JSPHTXXA	\$518.15	\$1,610.00
Keller	JSTNTXXB	\$457.91	\$695.52
Dallas	JWTTTJW	\$2,751.68	\$0.00
Houston	KATYTXXA	\$348.79	\$583.46
Houston	KATYTXXB	\$306.63	\$583.46
Houston	KATYTXXC	\$322.82	\$583.46
League City	KEMHTXXA	\$247.95	\$695.52
League City	KEMHTXXB	\$264.76	\$695.52
Dallas	KEMPTXXA	\$675.75	\$0.00
Dallas	KFMNTXXA	\$588.85	\$0.00
San Antonio	KGBRTXXA	\$869.04	\$361.93
Corpus Christi	KGVLTKKV	\$575.29	\$0.00
Humble	KGWDTXXA	\$319.10	\$0.00

Humble	KGWDTXXC	\$332.37	\$0.00
Keller	KLLRTXXA	\$168.73	\$695.52
Georgetown	KMPNTXXA	\$622.43	\$0.00
San Antonio	KNBGTXXA	\$600.41	\$361.93
San Antonio	KNDYTXXN	\$791.09	\$0.00
Dallas	KNKRTXXA	\$967.07	\$0.00
San Antonio	KNPPTXXA	\$1,063.13	\$361.93
Humble	KNRDTXXA	\$1,663.39	\$431.48
Ft Worth	KPRLTXXA	\$803.45	\$390.26
San Antonio	KRCYTXXC	\$608.71	\$0.00
San Antonio	KRCYTXXC	\$722.70	\$0.00
Dallas	KRNSTXXA	\$803.40	\$0.00
Amarillo	KRRCTXXA	\$1,674.92	\$361.93
Keller	KRUMTXXA	\$571.10	\$0.00
San Antonio	KRVLTXXA	\$1,104.09	\$361.93
San Antonio	KSCSTXXA	\$602.36	\$1,610.00
Buda	KYLETXXA	\$359.92	\$695.52
Dallas	LADNTXEN	\$836.68	\$0.00
San Antonio	LAPRTXLP	\$1,178.65	\$0.00
San Antonio	LARDTXDG	\$1,839.78	\$0.00
San Antonio	LARDTXLA	\$1,825.42	\$0.00
Austin	LBHLTXLH	\$380.73	\$0.00
Baytown	LBRTTXLB	\$480.71	\$0.00
Buda	LCKHTXLK	\$404.82	\$0.00
San Antonio	LCSTTXLC	\$414.93	\$0.00
San Antonio	LEVLTXXA	\$952.98	\$361.93
Houston	LFKNTXXA	\$1,374.80	\$583.46
Amarillo	LFIRSTXLF	\$871.65	\$0.00
League City	LGCYTXXA	\$174.73	\$695.52
Ft Worth	LIPNTXXA	\$849.71	\$361.93
Tomball	LKCFTXXL	\$423.13	\$583.46
Carrollton	LKDLTXXA	\$474.05	\$361.93
Dallas	LKPETXXA	\$1,095.24	\$0.00
Ft Worth	LKVGTXXA	\$853.03	\$390.26
Amarillo	LKVWTXXA	\$1,561.71	\$431.48
San Antonio	LLNGTXLU	\$768.29	\$0.00
Austin	LMPSTXLS	\$734.10	\$0.00
Dallas	LNOKTXXA	\$700.96	\$1,610.00
Dallas	LNRDTXXA	\$671.81	\$695.52
Houston	LOLDTXXA	\$1,297.48	\$431.48
Corpus Christi	LOLTTXXA	\$1,775.65	\$361.93
Georgetown	LOMTTXXA	\$829.14	\$0.00
Dallas	LONATXXA	\$2,373.81	\$431.48
Rosenberg	LOUSTXXA	\$795.79	\$361.93
Amarillo	LUTZTXXA	\$1,423.09	\$361.93
San Antonio	LVRNTXXA	\$423.70	\$695.52
Houston	LVTNTXXA	\$900.36	\$361.93
Corpus Christi	LWRDTXXA	\$1,842.81	\$361.93
Carrollton	LWVLTXXA	\$234.16	\$695.52
Carrollton	LWVLTXXB	\$234.16	\$695.52
Carrollton	LWVLTXXC	\$234.16	\$695.52
Carrollton	LWVLTXXE	\$234.16	\$695.52
Carrollton	LWVLTXXF	\$375.32	\$695.52
Corpus Christi	LYBHTXXA	\$902.62	\$361.93
Buda	LYSPTXXA	\$411.27	\$1,610.00
San Antonio	LYTLTXLY	\$460.52	\$0.00
San Antonio	MARNTXMR	\$369.33	\$0.00
Ft Worth	MAY TXXA	\$1,745.06	\$431.48
Amarillo	MBTETXXA	\$1,691.65	\$431.48
Austin	MCDDTXXA	\$527.77	\$1,610.00
McKinney	MCKNTXLI	\$154.56	\$0.00
McKinney	MCKNTXTE	\$278.14	\$0.00
Amarillo	MCLNTXML	\$985.64	\$0.00
San Antonio	MDLKTXML	\$460.52	\$0.00
Dallas	MDLTTXGR	\$346.54	\$0.00
Spring	MDVITXMD	\$905.08	\$0.00
Amarillo	MDWTTXXA	\$1,456.65	\$361.93
San Antonio	MEDNTXXA	\$833.18	\$361.93
Amarillo	MIAMTXXA	\$1,577.97	\$431.48
Amarillo	MILOTXXA	\$919.40	\$361.93
Austin	MLANTXXA	\$760.65	\$0.00
San Antonio	MLETTXXA	\$1,140.43	\$361.93
Dallas	MLFRTXXA	\$1,047.85	\$431.48
Dallas	MLGRTXXA	\$777.93	\$1,610.00
El Paso	MLHGTXXC	\$1,305.56	\$361.93
Dallas	MLKFTXXA	\$866.86	\$0.00

Houston	MLPTTXXA	\$967.29	\$361.93
Ft Worth	MLSPTXXA	\$649.23	\$0.00
Amarillo	MMPHTXXA	\$1,659.16	\$431.48
Dallas	MNSTTXXA	\$1,221.60	\$361.93
Dallas	MNTBTXXA	\$1,065.97	\$0.00
Ft Worth	MNWLTXFA	\$722.70	\$0.00
San Antonio	MODNTXXA	\$1,755.16	\$361.93
Corpus Christi	MOLTTXMN	\$1,578.38	\$0.00
Dallas	MRCHTXXA	\$927.75	\$0.00
Corpus Christi	MRCYTXXA	\$1,993.90	\$361.93
San Antonio	MRFLTXXA	\$1,048.99	\$695.52
Ft Worth	MRGNTXXA	\$1,100.17	\$431.48
Rosenberg	MRHMTXXA	\$777.19	\$361.93
Dallas	MRITTXA	\$585.50	\$1,610.00
Dallas	MRMLTXXA	\$881.52	\$0.00
Dallas	MRQZTXXA	\$2,161.64	\$431.48
Baytown	MTBLTXXA	\$240.16	\$695.52
Tomball	MTGMTXXM	\$466.73	\$583.46
Rosenberg	MTGRTXMT	\$882.28	\$0.00
San Antonio	MTHOTXXA	\$1,333.26	\$361.93
Corpus Christi	MTHSTXMA	\$563.89	\$0.00
Dallas	MYRATXXA	\$1,154.45	\$361.93
Dallas	MYSPTXXA	\$815.43	\$695.52
New Braunfels	NBRNTXNB	\$154.56	\$0.00
Humble	NCGDTXNC	\$1,275.12	\$0.00
Dallas	NCHSTXXA	\$1,153.33	\$0.00
Rosenberg	NDVLTXXA	\$332.64	\$583.46
Dallas	NEVDTXA	\$479.66	\$1,610.00
Dallas	NGLYTXXA	\$1,922.80	\$431.48
San Antonio	NIXNTXXA	\$684.98	\$695.52
Corpus Christi	NRDHTXNH	\$1,076.83	\$0.00
Tomball	NRMNTXXA	\$1,496.76	\$431.48
League City	NSBYTXXA	\$276.53	\$1,610.00
Tomball	NVSTTXXA	\$624.09	\$0.00
Ft Worth	NWRKTXHU	\$426.33	\$0.00
Rosenberg	NWULTXXA	\$924.05	\$361.93
Tomball	NWWWVXXA	\$603.90	\$695.52
Houston	NZLHTXXA	\$1,293.56	\$431.48
Amarillo	NZRTTXXA	\$1,123.19	\$431.48
Corpus Christi	ODEMTXXA	\$410.18	\$695.52
Houston	OKHRTXXA	\$1,037.48	\$361.93
Dallas	OKLDTXXA	\$949.53	\$695.52
Amarillo	OKLNTXXA	\$1,708.49	\$361.93
Dallas	OKWDTXXA	\$1,932.68	\$431.48
Ft Worth	OLDNTXXA	\$1,268.65	\$361.93
Houston	ONLSTXXA	\$1,096.58	\$361.93
Corpus Christi	ORGVTXXA	\$652.32	\$695.52
Austin	PAGETXXA	\$642.43	\$1,610.00
Amarillo	PAMPTXPP	\$803.26	\$0.00
Dallas	PARSTXNO	\$1,155.85	\$0.00
Dallas	PARSTXSU	\$1,155.85	\$0.00
Corpus Christi	PAWNTXXA	\$939.92	\$0.00
Dallas	PCNGTXXA	\$1,045.21	\$361.93
San Antonio	PCRKTXPC	\$483.32	\$0.00
Ft Worth	PKLKTXXA	\$873.41	\$0.00
Dallas	PKTNTXXA	\$1,008.84	\$1,610.00
Plano	PLANTXXA	\$168.73	\$695.52
Plano	PLANTXXB	\$168.73	\$695.52
Plano	PLANTXXD	\$234.16	\$695.52
Plano	PLANTXXF	\$234.16	\$695.52
Plano	PLANTXXK	\$234.16	\$695.52
Corpus Christi	PLCSTXXA	\$1,378.75	\$695.52
Dallas	PLMRTXXA	\$497.94	\$1,610.00
Ft Worth	PLPNTXXA	\$791.46	\$0.00
Plano	PLPTTXXB	\$685.60	\$695.52
Dallas	PLSTTXXA	\$1,144.65	\$0.00
San Antonio	PLTNTXPL	\$540.32	\$0.00
Tomball	PLVLTXXA	\$487.06	\$0.00
Ft Worth	PLXYTXXA	\$826.91	\$390.26
Corpus Christi	PNCMTXXA	\$1,185.04	\$695.52
Amarillo	PNHDTXXA	\$798.37	\$431.48
Tomball	PNHRTXPN	\$278.14	\$0.00
Houston	PNTNTXXA	\$1,424.10	\$431.48
Keller	PONDTXXA	\$508.63	\$0.00
Dallas	PONTTXXA	\$739.45	\$1,610.00
San Antonio	POTHTXXA	\$567.60	\$1,610.00

Ft Worth	PRCTTXXA	\$1,463.64	\$361.93
Dallas	PRDNTXXA	\$1,122.17	\$431.48
Ft Worth	PRDSTXXA	\$620.82	\$0.00
Amarillo	PRMRTXXA	\$1,389.51	\$361.93
Corpus Christi	PRMTTXXA	\$870.25	\$695.52
Ft Worth	PRRNTXXA	\$724.20	\$0.00
San Antonio	PRSLTXPS	\$791.09	\$0.00
Frisco	PRSPTXFI	\$266.74	\$0.00
McKinney	PRTNTXRE	\$289.54	\$0.00
Tomball	PRVWTXPR	\$460.52	\$0.00
Corpus Christi	PTALTXXA	\$1,674.92	\$361.93
Corpus Christi	PTANTXXA	\$650.77	\$361.93
Galveston	PTBLTXPT	\$278.14	\$0.00
Humble	PTERTXXA	\$339.00	\$0.00
San Antonio	PTETTXPO	\$494.72	\$0.00
Humble	PTHSTXXA	\$372.17	\$0.00
Corpus Christi	PTLDTXXA	\$313.33	\$695.52
Corpus Christi	PTLVTXXA	\$1,054.45	\$695.52
Corpus Christi	PTOCTXXA	\$1,136.61	\$695.52
McKinney	PTSBTXST	\$642.91	\$0.00
Corpus Christi	PTTSTXXA	\$864.44	\$0.00
Ft Worth	PTTVTXXA	\$1,154.46	\$0.00
Dallas	PYSPTXXA	\$793.16	\$0.00
Amarillo	PYTNTXXA	\$1,984.01	\$431.48
Dallas	QNLNTXXA	\$633.75	\$1,610.00
Corpus Christi	RBTNTXXA	\$422.30	\$695.52
Austin	RCDLTXRD	\$677.10	\$0.00
Tomball	RCHRTXXA	\$600.27	\$0.00
Dallas	RCLDTXXA	\$1,171.06	\$431.48
Corpus Christi	RCPTTXRP	\$484.09	\$0.00
Dallas	RCSNTXBZ	\$198.35	\$0.00
San Antonio	RCSPTXXA	\$2,027.48	\$361.93
Dallas	RDOKTXHO	\$414.93	\$0.00
Corpus Christi	REFGTXRF	\$586.68	\$0.00
Ft Worth	RENPTXXA	\$500.65	\$1,610.00
Keller	RHMETXXA	\$483.64	\$0.00
Dallas	RICETXXA	\$700.96	\$1,610.00
Ft Worth	RIVSTXXA	\$615.45	\$390.26
San Antonio	RKCKTXXA	\$1,473.45	\$361.93
Humble	RKLWTXXA	\$2,162.31	\$431.48
Dallas	RKWLTXXA	\$380.73	\$0.00
Ft Worth	RNBYTXXA	\$696.63	\$0.00
San Antonio	RNGETXRU	\$825.29	\$0.00
Ft Worth	RNGRTXMI	\$1,121.65	\$0.00
San Antonio	RNMTTXXB	\$918.68	\$695.52
Dallas	RONETXXA	\$768.30	\$1,610.00
Keller	RONKTXWO	\$265.51	\$0.00
Rosenberg	RSBGTXRR	\$154.56	\$0.00
Houston	RSHRTXXA	\$508.84	\$695.52
Ft Worth	RSSTTXXA	\$1,671.42	\$431.48
Keller	RSTNTXXA	\$1,079.59	\$361.93
Humble	RUBYTXXA	\$1,147.90	\$361.93
Tomball	RVBKTXXR	\$359.27	\$583.46
Corpus Christi	RVRATXXA	\$1,003.35	\$361.93
Plano	RWLTXXA	\$234.16	\$695.52
Dallas	RXTNTXXA	\$1,215.85	\$361.93
Dallas	RYCYTXNE	\$471.92	\$0.00
Humble	RYWDTXXA	\$549.89	\$1,610.00
San Antonio	SABNTXXA	\$655.68	\$361.93
Humble	SAGSTXSA	\$1,356.26	\$0.00
San Antonio	SBNLTXXB	\$825.29	\$0.00
Dallas	SCRYTXXA	\$526.38	\$390.26
Ft Worth	SDNYTXXA	\$1,671.67	\$361.93
Corpus Christi	SDRTTXXA	\$942.89	\$695.52
Humble	SEGNTXXA	\$1,047.05	\$361.93
Rosenberg	SELYTXSE	\$506.12	\$0.00
New Braunfels	SGINTXMQ	\$289.54	\$0.00
New Braunfels	SGINTXSG	\$357.94	\$0.00
Sugar Land	SGLDTXXD	\$144.47	\$390.26
Sugar Land	SGLDTXXE	\$144.47	\$390.26
Plano	SHMNTXXA	\$709.86	\$695.52
Corpus Christi	SHNRTXSH	\$1,464.39	\$0.00
Humble	SHPHTXXA	\$616.91	\$695.52
Amarillo	SHRKTXXR	\$1,202.22	\$0.00
Dallas	SHRLTXXA	\$854.90	\$1,610.00
Tomball	SHROTXXA	\$647.45	\$0.00

Corpus Christi	SINTXSI	\$381.51	\$0.00
Corpus Christi	SKDMTXSK	\$586.68	\$0.00
Amarillo	SKLYTXSK	\$689.27	\$0.00
Dallas	SLCMTXXA	\$2,178.91	\$431.48
Ft Worth	SLIDTXXA	\$656.88	\$0.00
Dallas	SLSPTXXA	\$1,064.73	\$695.52
Rosenberg	SMLKTXSM	\$335.14	\$0.00
San Antonio	SMLYTXA	\$785.51	\$695.52
Buda	SMRCTXXA	\$387.56	\$0.00
San Antonio	SMRTTXXA	\$427.13	\$695.52
Austin	SMVLTXSM	\$620.11	\$0.00
San Antonio	SMVYTXXA	\$646.46	\$361.93
San Antonio	SNANTX91	\$209.75	\$0.00
San Antonio	SNANTXBA	\$141.68	\$0.00
San Antonio	SNANTXCA	\$128.80	\$0.00
San Antonio	SNANTXCU	\$154.56	\$0.00
San Antonio	SNANTXDI	\$141.68	\$0.00
San Antonio	SNANTXED	\$154.56	\$0.00
San Antonio	SNANTXFR	\$141.68	\$0.00
San Antonio	SNANTXGE	\$243.95	\$0.00
San Antonio	SNANTXHE	\$300.94	\$0.00
San Antonio	SNANTXIC	\$278.14	\$0.00
San Antonio	SNANTXJA	\$335.14	\$0.00
San Antonio	SNANTXLA	\$154.56	\$0.00
San Antonio	SNANTXLE	\$154.56	\$0.00
San Antonio	SNANTXLS	\$154.56	\$0.00
San Antonio	SNANTXMA	\$154.56	\$0.00
San Antonio	SNANTXMC	\$154.56	\$0.00
San Antonio	SNANTXPA	\$266.74	\$0.00
San Antonio	SNANTXPE	\$154.56	\$0.00
San Antonio	SNANTXSA	\$300.94	\$0.00
San Antonio	SNANTXSH	\$198.35	\$0.00
San Antonio	SNANTXSL	\$154.56	\$0.00
San Antonio	SNANTXSO	\$255.35	\$0.00
San Antonio	SNANTXTA	\$141.68	\$0.00
San Antonio	SNANTXTH	\$346.54	\$0.00
San Antonio	SNANTXUC	\$266.74	\$0.00
San Antonio	SNANTXWA	\$154.56	\$0.00
San Antonio	SNANTXWE	\$154.56	\$0.00
Corpus Christi	SNDGTXSD	\$769.06	\$0.00
Amarillo	SNFRTXXA	\$960.78	\$431.48
Georgetown	SNGBTXXA	\$549.67	\$695.52
Dallas	SNGRTXXA	\$595.44	\$0.00
San Antonio	SNMGTXXA	\$825.88	\$361.93
Amarillo	SNRYTXXA	\$1,253.12	\$431.48
Ft Worth	SNSTTXXA	\$789.76	\$0.00
Dickinson	SNTFTXXA	\$296.23	\$695.52
Ft Worth	SNTOTXXA	\$755.04	\$0.00
Humble	SPLDTXSP	\$355.49	\$0.00
Amarillo	SPMNTXXA	\$1,594.20	\$431.48
Spring	SPRNTXNO	\$154.56	\$0.00
Tomball	SPRNTXSM	\$323.74	\$0.00
Spring	SPRNTXSO	\$154.56	\$0.00
Ft Worth	SPTWTXXA	\$535.91	\$1,610.00
Amarillo	SRFDTXXA	\$1,104.09	\$361.93
Amarillo	SRFRTXXA	\$1,626.68	\$431.48
Corpus Christi	SRTATXXA	\$1,053.71	\$361.93
Humble	SRTGTXXA	\$643.97	\$1,610.00
San Antonio	SSDLTXXA	\$801.88	\$361.93
San Antonio	STDLTXXA	\$506.44	\$0.00
Houston	STFRTXXA	\$284.04	\$695.52
Dallas	STJOTXXA	\$873.87	\$0.00
San Antonio	STLRTXXA	\$800.94	\$361.93
Dallas	STMNTXXA	\$1,287.61	\$431.48
Amarillo	STNTTXST	\$723.47	\$0.00
San Antonio	STNWTXXA	\$773.39	\$695.52
San Antonio	STRNTXXA	\$1,288.77	\$361.93
Ft Worth	STRWTXOR	\$984.87	\$0.00
San Antonio	STSPTXXA	\$495.96	\$1,610.00
Ft Worth	STVLTXXB	\$889.43	\$0.00
Amarillo	STVNTXXA	\$1,557.39	\$361.93
Houston	SWNYTXXA	\$838.51	\$390.26
Corpus Christi	TAFRTXXA	\$373.85	\$695.52
Dallas	TAWKTXXA	\$681.71	\$1,610.00
Austin	TAYLTXTA	\$392.13	\$0.00
Tomball	TBLTXXKL	\$154.56	\$0.00

Tomball	TBLTXXB	\$154.56	\$0.00
Dallas	TEPHTXXA	\$951.11	\$1,610.00
Austin	THDLTXXA	\$567.57	\$695.52
Amarillo	THRPTXXA	\$1,540.60	\$361.93
Corpus Christi	THRRTXXA	\$1,015.54	\$695.52
Plano	TIOGTXXB	\$636.19	\$695.52
Corpus Christi	TIVOTXXA	\$882.36	\$695.52
Ft Worth	TLARTXXA	\$764.89	\$390.26
Corpus Christi	TLDNTXXA	\$1,691.71	\$361.93
Plano	TMBNTXXA	\$667.47	\$1,610.00
Humble	TMPSTXTM	\$1,491.50	\$0.00
Dallas	TNCLTXXA	\$1,048.35	\$0.00
Houston	TNHATXXA	\$2,151.75	\$431.48
Dallas	TOSPTXXA	\$747.81	\$0.00
Dallas	TRENTXXA	\$642.54	\$695.52
Dallas	TRNDTXXA	\$848.30	\$0.00
Tomball	TRNYTXXA	\$1,093.01	\$431.48
San Antonio	TRPLTXXA	\$830.17	\$361.93
Dallas	TRRLTXJO	\$517.52	\$0.00
Dallas	TRUPTXXA	\$1,219.35	\$0.00
Dallas	TUKRTXXA	\$1,141.52	\$0.00
Dickinson	TXCYTXLM	\$320.65	\$0.00
Dickinson	TXCYTXTC	\$320.75	\$0.00
Amarillo	TXLNTXXA	\$2,027.48	\$361.93
Amarillo	UMBRTXXA	\$717.93	\$361.93
San Antonio	UTOPTXXA	\$1,152.14	\$361.93
San Antonio	UVLDTXUV	\$1,064.66	\$0.00
Dallas	VALSTXXA	\$605.35	\$695.52
Corpus Christi	VCTATXXI	\$1,019.84	\$0.00
Amarillo	VEGATXXA	\$895.82	\$431.48
San Antonio	VGRNTXXA	\$2,329.68	\$361.93
Rosenberg	VLLDTXVL	\$357.94	\$0.00
Carrollton	VLVWTXXA	\$936.57	\$361.93
Dallas	VLVWTXXB	\$885.82	\$361.93
Corpus Christi	VNDRTXXA	\$1,245.57	\$695.52
El Paso	VNTNTXMA	\$278.92	\$0.00
San Antonio	WAELTXXA	\$1,473.45	\$361.93
Rosenberg	WALSTXXA	\$413.31	\$695.52
Tomball	WASHTXXA	\$619.14	\$0.00
Houston	WCLMTXXA	\$695.66	\$0.00
Corpus Christi	WDBOTXWB	\$529.69	\$0.00
Dallas	WEVRTXXA	\$1,018.46	\$1,610.00
Dallas	WFCYTXGY	\$745.49	\$0.00
Amarillo	WGTNTXXA	\$1,886.56	\$431.48
Plano	WHBOTXXC	\$798.87	\$695.52
Amarillo	WHDRTXXA	\$1,009.50	\$431.48
Amarillo	WHLRTXXA	\$1,805.34	\$431.48
Rosenberg	WHTNTXWH	\$483.32	\$0.00
Dallas	WHWRTXXA	\$681.71	\$1,610.00
Tomball	WILSTXXA	\$509.75	\$695.52
San Antonio	WLCYTXXA	\$906.58	\$695.52
Tomball	WLDMTXXW	\$444.71	\$583.46
Amarillo	WLDRTXXA	\$684.68	\$431.48
Tomball	WLLRTXWL	\$414.93	\$0.00
Humble	WLLSTXXW	\$1,271.02	\$583.46
Dallas	WLMRTXXA	\$425.04	\$1,610.00
Dallas	WLPTTXNO	\$688.50	\$0.00
Dallas	WLPTTXTR	\$699.90	\$0.00
Buda	WMBRTXXA	\$432.28	\$695.52
San Antonio	WMRTTXXA	\$1,950.55	\$361.93
Dallas	WNDMTXXA	\$864.52	\$1,610.00
Ft Worth	WICBTXXA	\$1,073.90	\$431.48
San Antonio	WSHFTXXA	\$1,255.18	\$361.93
Amarillo	WSWYTXXA	\$1,087.29	\$361.93
Ft Worth	WTFRTXBC	\$517.52	\$0.00
Ft Worth	WTFRTXLY	\$517.52	\$0.00
Humble	WTWDTXXA	\$856.20	\$390.26
Dallas	WXHCTXWE	\$414.93	\$0.00
Plano	WYLITXXA	\$234.16	\$695.52
Corpus Christi	YKUMTXYK	\$1,361.80	\$0.00
Dallas	YNTSTXXA	\$1,423.09	\$361.93
Corpus Christi	YRTWTXYT	\$1,111.03	\$0.00

DS3 ACCESS RATES			
City	Hub CLLI	MRC	NRC

McKinney	ABRYTXGI	\$3,699.78	\$0.00
Ft Worth	ACTNTXXA	\$4,823.37	\$428.90
Amarillo	ADRNTXXA	\$5,083.49	\$1,159.20
Austin	ADVLTXAV	\$6,485.08	\$0.00
Corpus Christi	AGDLTXXA	\$3,638.56	\$1,288.00
Houston	AGTNTXDA	\$4,359.88	\$0.00
Houston	AGTNTXTI	\$4,141.86	\$0.00
Dallas	ALBATXXA	\$9,240.72	\$1,288.00
Corpus Christi	ALICTXAL	\$4,765.60	\$0.00
Allen	ALLNTXSA	\$2,478.76	\$0.00
Amarillo	ALSNTXAL	\$9,318.68	\$0.00
Humble	ALTOTXXO	\$11,969.23	\$644.00
Ft Worth	ALVDTXTI	\$3,670.80	\$0.00
Alvin	ALVNTXAL	\$3,438.96	\$0.00
Ft Worth	ALVRTXXA	\$7,507.58	\$0.00
Ft Worth	ALXNTXXA	\$8,347.04	\$395.42
Amarillo	AMRLTX02	\$1,449.00	\$0.00
Amarillo	AMRLTXDI	\$2,801.40	\$0.00
Amarillo	AMRLTXEV	\$2,376.36	\$0.00
Amarillo	AMRLTXFL	\$2,305.52	\$0.00
Amarillo	AMRLTXOS	\$2,659.72	\$0.00
McKinney	ANNATXWA	\$3,992.80	\$0.00
Corpus Christi	ANRSTXXA	\$8,446.96	\$395.42
Humble	APSPTXXP	\$9,730.03	\$644.00
Houston	ARCLTXXA	\$2,877.64	\$1,288.00
Carrollton	ARGYTXXB	\$4,121.60	\$1,288.00
Corpus Christi	ARMSTXXA	\$9,816.03	\$395.42
Corpus Christi	ARPSTXXA	\$2,840.85	\$1,288.00
Tomball	ARSNTXXA	\$7,701.60	\$0.00
San Antonio	ARWLTXXA	\$9,249.95	\$395.42
San Antonio	ASTNTXAS	\$8,694.00	\$0.00
Humble	ATASTXXA	\$4,535.77	\$0.00
Dallas	ATHNTXXA	\$8,965.33	\$0.00
Houston	ATONTXXA	\$7,025.15	\$1,159.20
Austin	AUSTTX02	\$2,415.00	\$0.00
Austin	AUSTTXBC	\$2,659.72	\$0.00
Austin	AUSTTXBE	\$3,155.60	\$0.00
Austin	AUSTTXCF	\$2,415.00	\$0.00
Austin	AUSTTXCR	\$2,753.10	\$0.00
Austin	AUSTTXCV	\$2,659.72	\$0.00
Austin	AUSTTXEV	\$2,415.00	\$0.00
Austin	AUSTTXFA	\$1,449.00	\$0.00
Austin	AUSTTXFI	\$1,352.40	\$0.00
Austin	AUSTTXGR	\$1,255.80	\$0.00
Austin	AUSTTXHI	\$1,352.40	\$0.00
Austin	AUSTTXHO	\$1,352.40	\$0.00
Austin	AUSTTXJO	\$1,449.00	\$0.00
Austin	AUSTTXLE	\$2,801.40	\$0.00
Austin	AUSTTXLT	\$2,801.40	\$0.00
Austin	AUSTTXLW	\$2,872.24	\$0.00
Austin	AUSTTXMA	\$2,820.72	\$0.00
Austin	AUSTTXMC	\$2,617.86	\$0.00
Austin	AUSTTXMF	\$2,518.04	\$0.00
Austin	AUSTTXPF	\$2,518.04	\$0.00
Austin	AUSTTXRR	\$1,449.00	\$0.00
Austin	AUSTTXTE	\$1,352.40	\$0.00
Austin	AUSTXTW	\$2,376.36	\$0.00
Austin	AUSTTXWA	\$2,347.38	\$0.00
Austin	AUSUTXEN	\$2,144.52	\$0.00
Ft Worth	AZLETXXA	\$3,362.45	\$1,288.00
San Antonio	BAVLTXBK	\$9,650.34	\$0.00
Dallas	BAWLTXXA	\$7,640.17	\$1,159.20
Austin	BCDMTXXA	\$8,252.45	\$1,288.00
Dickinson	BCLFTXXA	\$3,445.22	\$1,288.00
Tomball	BEDSTXXA	\$5,634.11	\$1,159.20
Corpus Christi	BEVLTXBV	\$5,087.60	\$0.00
Dallas	BFLOTXXA	\$7,275.80	\$1,159.20
San Antonio	BGWLTXBW	\$7,728.00	\$0.00
Baytown	BHCYTXXA	\$3,594.52	\$1,288.00
Houston	BKSHTXXA	\$4,510.47	\$644.00
San Antonio	BLANTXXA	\$4,094.47	\$1,288.00
San Antonio	BLCNTXXA	\$4,996.58	\$395.42
Ft Worth	BLDLTXXA	\$6,963.51	\$395.42
Houston	BLNCTXXA	\$7,724.65	\$395.42
Rosenberg	BLNGTXXA	\$7,275.94	\$1,288.00
Dallas	BLRDTXXA	\$12,016.40	\$0.00

Plano	BLRGTXXA	\$7,284.10	\$1,288.00
Dallas	BLSMTXXA	\$8,854.57	\$395.42
Dallas	BLSVTXXA	\$8,233.24	\$1,288.00
Corpus Christi	BLTNTXXA	\$5,499.93	\$1,288.00
Ft Worth	BLUMTXXA	\$5,490.09	\$428.90
Rosenberg	BLVLTXXB	\$4,916.94	\$0.00
San Antonio	BLVRTXXA	\$4,277.05	\$395.42
San Antonio	BNDRTXBD	\$4,308.36	\$0.00
Dallas	BNFRTXXA	\$7,986.75	\$395.42
Amarillo	BNHLTXXA	\$11,943.12	\$395.42
Plano	BNHMTXXA	\$4,864.75	\$1,288.00
Corpus Christi	BNVDTXBN	\$6,182.40	\$0.00
Carrollton	BNVLTXXA	\$4,121.60	\$1,288.00
Dallas	BNWHTXXA	\$5,714.62	\$1,288.00
Dallas	BOGTTXXA	\$7,385.79	\$1,159.20
Amarillo	BOKRTXXA	\$8,586.85	\$1,159.20
San Antonio	BORNTXXA	\$3,316.60	\$1,288.00
Amarillo	BOVNTXXA	\$6,616.21	\$1,159.20
Ft Worth	BOYDTXXA	\$5,228.16	\$0.00
Dallas	BRBOTXXA	\$10,204.18	\$0.00
Corpus Christi	BRCLTXXA	\$7,949.54	\$0.00
Humble	BRDDTXXA	\$8,467.71	\$1,159.20
San Antonio	BRDLTXXA	\$12,646.23	\$395.42
Amarillo	BRGRTXBG	\$4,997.44	\$0.00
Georgetown	BRGSTXXB	\$7,435.43	\$1,288.00
Tomball	BRHMTXBR	\$5,863.62	\$0.00
Ft Worth	BRPTTXXA	\$6,823.68	\$0.00
Ft Worth	BRRGTXHI	\$7,985.60	\$0.00
Dallas	BRSHTXXA	\$8,845.87	\$1,288.00
Dallas	BRSTTXXA	\$7,089.65	\$1,288.00
Dallas	BRTHTXXA	\$9,579.17	\$1,288.00
Tomball	BRTOTXXA	\$9,221.22	\$1,288.00
Georgetown	BRTRTXXA	\$7,258.58	\$1,288.00
Corpus Christi	BRUNTXXB	\$8,050.00	\$0.00
Dallas	BRWLTXXA	\$7,610.14	\$1,288.00
Houston	BRZRTXXA	\$6,478.03	\$395.42
Houston	BRZRTXXB	\$7,523.45	\$395.42
Corpus Christi	BSHPTXXA	\$3,479.03	\$1,288.00
Rosenberg	BSLYTXXA	\$4,408.05	\$644.00
Corpus Christi	BSNGTXXA	\$7,414.46	\$1,288.00
Austin	BSTRTXBS	\$3,864.00	\$0.00
Ft Worth	BSVLTXXA	\$6,756.78	\$0.00
Humble	BTSNTXXA	\$8,692.39	\$1,288.00
San Antonio	BTVLTXXB	\$6,768.44	\$0.00
Buda	BUDATXXA	\$2,777.35	\$1,288.00
Georgetown	BURNTXXA	\$7,874.87	\$1,288.00
Rosenberg	BYCYTXBY	\$5,931.24	\$0.00
Amarillo	BYRNTXXA	\$4,262.39	\$1,159.20
Corpus Christi	BYSDTXBY	\$3,606.40	\$0.00
Baytown	BYTWTXXA	\$3,207.73	\$1,288.00
Baytown	BYTWTXXB	\$3,101.98	\$1,288.00
Baytown	BYTWTXXC	\$3,338.88	\$1,288.00
Dallas	CASHTXXA	\$7,681.97	\$1,288.00
Dallas	CAYGTXXB	\$10,307.28	\$0.00
Amarillo	CCTSTXXA	\$5,576.15	\$1,159.20
Dallas	CDMLTXXA	\$7,329.08	\$1,288.00
Amarillo	CDWRTXXA	\$11,272.60	\$395.42
McKinney	CELNTXDU	\$3,699.78	\$0.00
Plano	CELSTXXA	\$7,749.23	\$1,288.00
Humble	CENTTXXC	\$11,285.21	\$644.00
Humble	CHESTXXA	\$11,432.76	\$395.42
Ft Worth	CHICTXXA	\$7,425.01	\$0.00
Dallas	CHNDTXXA	\$10,808.25	\$0.00
Amarillo	CHNGTXXA	\$4,809.79	\$1,159.20
Corpus Christi	CHRCTXXA	\$9,112.60	\$0.00
San Antonio	CHRLTXXA	\$4,239.86	\$1,288.00
Humble	CHRNTXCH	\$10,597.02	\$0.00
San Antonio	CHRSTXCH	\$4,958.80	\$0.00
Ft Worth	CISCTXHI	\$8,436.40	\$0.00
Amarillo	CLADTXXB	\$3,988.69	\$1,159.20
Ft Worth	CLBNTXMI	\$3,864.00	\$0.00
Amarillo	CLDNTXXA	\$5,576.15	\$1,159.20
Amarillo	CLETTXXA	\$5,349.68	\$395.42
Humble	CLEVTXCL	\$4,218.20	\$0.00
Rosenberg	CLMBTXCL	\$5,931.24	\$0.00
El Paso	CLNTTXMA	\$2,659.72	\$0.00

Houston	CLSPTXXA	\$7,121.36	\$395.42
Houston	CLUTTXCL	\$4,733.70	\$0.00
Houston	CLUTTXLJ	\$5,280.80	\$0.00
Dallas	CMBYTXXA	\$6,445.86	\$395.42
San Antonio	CMFTTXXA	\$6,703.63	\$395.42
Dallas	CMPBTXXA	\$6,104.08	\$395.42
Dallas	CMRCTXXA	\$6,878.78	\$0.00
San Antonio	CMTNTXCB	\$5,216.40	\$0.00
San Antonio	CMWDTXXA	\$12,429.16	\$395.42
Corpus Christi	CNCPTXXA	\$9,816.03	\$395.42
Amarillo	CNDNTXCD	\$8,822.80	\$0.00
San Antonio	CNPNTXXA	\$6,462.85	\$395.42
El Paso	CNTLTXXA	\$2,518.04	\$0.00
Dallas	CNTNTXXA	\$5,163.62	\$1,288.00
Humble	CNTRTXCN	\$12,084.66	\$0.00
Dallas	CNVLTXXA	\$7,853.66	\$1,159.20
Amarillo	CNYNTXCY	\$3,297.28	\$0.00
Dallas	COMOTXXA	\$9,946.36	\$1,288.00
Spring	CONRTXXA	\$4,654.27	\$644.00
Dallas	COPRTXXA	\$8,499.94	\$0.00
San Antonio	COSTTXXA	\$9,484.55	\$395.42
Plano	COVLTXXA	\$4,030.06	\$1,288.00
Austin	CPLDTXXA	\$6,681.26	\$1,288.00
Ft Worth	CRBNTXXA	\$9,297.39	\$395.42
Corpus Christi	CRCHTXBU	\$2,447.20	\$0.00
Corpus Christi	CRCHTXCA	\$2,833.60	\$0.00
Corpus Christi	CRCHTXFB	\$2,769.20	\$0.00
Corpus Christi	CRCHTXPD	\$3,155.60	\$0.00
Corpus Christi	CRCHTXTE	\$2,318.40	\$0.00
Corpus Christi	CRCHTXTU	\$1,255.80	\$0.00
Corpus Christi	CRCHTXWY	\$2,511.60	\$0.00
Humble	CRCTTXA	\$7,437.31	\$1,159.20
San Antonio	CRCYTXCC	\$8,256.08	\$0.00
Humble	CRGNTXCR	\$7,476.84	\$0.00
San Antonio	CRMLTXA	\$5,888.49	\$395.42
Houston	CRMNTXXA	\$10,038.88	\$395.42
Ft Worth	CRPLTXA	\$8,980.98	\$1,159.20
Houston	CRSBTXA	\$2,406.76	\$1,288.00
Dallas	CRSCTXTR	\$5,345.20	\$0.00
Ft Worth	CRSNTXXA	\$4,453.88	\$428.90
San Antonio	CRSPTXCS	\$8,758.40	\$0.00
Carrollton	CRTNTXXA	\$2,582.44	\$1,288.00
Carrollton	CRTNTXXB	\$2,511.60	\$1,288.00
Carrollton	CRTNTXXC	\$2,369.92	\$1,288.00
Carrollton	CRTNTXXD	\$2,582.44	\$1,288.00
Ft Worth	CRTOTXXA	\$9,365.50	\$395.42
Humble	CSNGTXA	\$9,240.51	\$1,159.20
San Antonio	CSVLTXCT	\$3,084.76	\$0.00
San Antonio	CTLLTXCO	\$7,341.60	\$0.00
San Antonio	CTRNTXCR	\$8,565.20	\$0.00
Humble	CTSHTXXC	\$4,913.08	\$644.00
Corpus Christi	CUERTXCR	\$7,792.40	\$0.00
Ft Worth	CVTNTXXA	\$5,373.38	\$428.90
Houston	CYPRTXCY	\$2,955.96	\$0.00
Buda	DALETXXA	\$7,100.09	\$1,288.00
Rosenberg	DAMNTXXA	\$4,738.09	\$644.00
Rosenberg	DAMNTXXB	\$4,179.55	\$644.00
Amarillo	DAWNTXXA	\$6,690.72	\$395.42
Humble	DBLLTXXD	\$9,004.37	\$644.00
Ft Worth	DBLNTXXA	\$9,413.28	\$0.00
Dickinson	DCSNTXXA	\$3,330.12	\$1,288.00
Ft Worth	DCTRTXXA	\$6,165.40	\$0.00
Amarillo	DDSNTXXA	\$8,367.89	\$1,159.20
Ft Worth	DELNTXXA	\$9,581.35	\$395.42
Dallas	DEPTTXA	\$7,334.27	\$1,159.20
McKinney	DESNTXHO	\$5,520.11	\$0.00
San Antonio	DEVNTXDV	\$3,793.16	\$0.00
Irving	DFIATXXA	\$2,299.08	\$1,288.00
San Antonio	DHINSTXXA	\$6,019.73	\$395.42
El Paso	DLCYTXA	\$10,490.33	\$395.42
Amarillo	DLHRTXXA	\$6,287.77	\$1,159.20
Dallas	DLLSTX23	\$2,125.20	\$0.00
Addison	DLLSTXAD	\$1,255.80	\$0.00
Dallas	DLLSTXCH	\$3,091.20	\$0.00
Dallas	DLLSTXDA	\$2,382.80	\$0.00
Dallas	DLLSTXDI	\$1,352.40	\$0.00

Dallas	DLLSTXDN	\$2,704.80	\$0.00
Dallas	DLLSTXDS	\$3,026.80	\$0.00
Dallas	DLLSTXDV	\$2,769.20	\$0.00
Dallas	DLLSTXEM	\$1,352.40	\$0.00
Dallas	DLLSTXEV	\$2,447.20	\$0.00
Dallas	DLLSTXEX	\$2,576.00	\$0.00
Dallas	DLLSTXFB	\$1,352.40	\$0.00
Dallas	DLLSTXFE	\$2,447.20	\$0.00
Dallas	DLLSTXFL	\$2,221.80	\$0.00
Dallas	DLLSTXFR	\$2,447.20	\$0.00
Grand Prairie	DLLSTXGP	\$2,479.40	\$0.00
Dallas	DLLSTXHA	\$2,189.60	\$0.00
Dallas	DLLSTXHU	\$2,769.20	\$0.00
Dallas	DLLSTXLA	\$2,189.60	\$0.00
Dallas	DLLSTXLN	\$2,898.00	\$0.00
Dallas	DLLSTXMC	\$2,479.40	\$0.00
Dallas	DLLSTXME	\$1,352.40	\$0.00
Dallas	DLLSTXMS	\$2,769.20	\$0.00
Dallas	DLLSTXNM	\$2,550.24	\$0.00
Irving	DLLSTXNO	\$1,352.40	\$0.00
Dallas	DLLSTXRE	\$1,352.40	\$0.00
Dallas	DLLSTXRI	\$1,255.80	\$0.00
Dallas	DLLSTXRN	\$1,255.80	\$0.00
Dallas	DLLSTXRO	\$1,255.80	\$0.00
Dallas	DLLSTXRY	\$2,769.20	\$0.00
Dallas	DLLSTXSE	\$3,155.60	\$0.00
Dallas	DLLSTXSU	\$2,820.72	\$0.00
Dallas	DLLSTXTA	\$1,255.80	\$0.00
Dallas	DLLSTXTL	\$2,093.00	\$0.00
Whitehall	DLLSTXWH	\$2,254.00	\$0.00
San Antonio	DLLYTXXA	\$5,844.36	\$1,288.00
San Antonio	DLRITXXA	\$11,109.00	\$1,288.00
San Antonio	DLRITXXB	\$9,958.25	\$1,288.00
San Antonio	DLRSTXXA	\$13,237.25	\$395.42
Amarillo	DMMTTXXA	\$5,357.19	\$1,159.20
Carrollton	DNTNTXXA	\$3,786.72	\$1,288.00
San Antonio	DOSSTXXA	\$7,734.34	\$395.42
Dallas	DRCHTXXA	\$7,541.92	\$1,288.00
Buda	DRSPTXXA	\$3,147.91	\$1,288.00
Amarillo	DRZTTXXB	\$9,024.77	\$1,159.20
Ft Worth	DSDMTXXA	\$8,663.49	\$395.42
El Paso	DSHVTXXA	\$5,908.46	\$395.42
Dallas	DTRTTXXA	\$7,591.87	\$1,159.20
Amarillo	DUMSTXXA	\$4,974.01	\$1,159.20
Humble	DVRSTXXA	\$8,404.07	\$1,288.00
Baytown	DYNTXNDY	\$4,147.36	\$0.00
Rosenberg	EBRNTXXA	\$3,444.54	\$1,288.00
Dallas	ECTRTXXA	\$5,010.91	\$1,288.00
Corpus Christi	EDNATXED	\$8,050.00	\$0.00
Dallas	EDWDTXTW	\$5,409.60	\$0.00
Rosenberg	EGLKTXXG	\$5,187.42	\$0.00
Amarillo	EGLNTXXA	\$10,602.09	\$395.42
San Antonio	EGPSTXEP	\$10,735.48	\$0.00
Dallas	EKHTTXXA	\$7,593.42	\$1,159.20
Rosenberg	ELCMTXEL	\$5,796.00	\$0.00
Austin	ELGNTXEL	\$3,564.54	\$0.00
El Paso	ELPSTXEA	\$2,305.52	\$0.00
El Paso	ELPSTXHA	\$1,449.00	\$0.00
El Paso	ELPSTXHC	\$2,588.88	\$0.00
El Paso	ELPSTXMA	\$1,449.00	\$0.00
El Paso	ELPSTXMS	\$2,943.08	\$0.00
El Paso	ELPSTXNE	\$2,659.72	\$0.00
El Paso	ELPSTXNO	\$1,449.00	\$0.00
El Paso	ELPSTXSE	\$1,449.00	\$0.00
El Paso	ELPSTXSH	\$2,447.20	\$0.00
El Paso	ELPSTXYS	\$1,449.00	\$0.00
Dallas	EMHSTXXA	\$8,154.11	\$1,288.00
Dallas	EMRYTXXA	\$8,778.90	\$1,288.00
San Antonio	ENCLTXEC	\$9,080.40	\$0.00
Corpus Christi	ENCNTXXA	\$10,763.84	\$395.42
Dallas	ENNSTXTR	\$4,186.00	\$0.00
Ft Worth	ESLDTXMA	\$7,921.20	\$0.00
Dallas	ESTCTXXA	\$8,270.13	\$0.00
Amarillo	ESTLTXXA	\$7,492.05	\$1,159.20
Humble	ETOLTXXE	\$12,066.11	\$644.00
Ft Worth	EVNTTXXA	\$11,934.97	\$395.42

Humble	EVRGTXXA	\$6,982.14	\$395.42
El Paso	FBNSTXXC	\$3,331.81	\$1,159.20
Ft Worth	FLATTXXA	\$12,718.32	\$0.00
Corpus Christi	FLFRTXXA	\$5,127.64	\$1,288.00
Amarillo	FLLTTXXA	\$9,407.95	\$1,159.20
Humble	FLSPTXXF	\$9,985.35	\$644.00
Corpus Christi	FLTOTXFL	\$10,497.20	\$0.00
San Antonio	FLVLTXXA	\$7,226.20	\$1,288.00
San Antonio	FRBGTXXA	\$5,062.06	\$1,288.00
San Antonio	FRCNTXXA	\$11,049.10	\$395.42
Corpus Christi	FRERTXFR	\$6,955.20	\$0.00
Dallas	FRFDTXXB	\$6,625.48	\$1,159.20
Amarillo	FRINTXXA	\$5,904.59	\$1,159.20
Amarillo	FRIOTXXA	\$8,367.03	\$395.42
Dallas	FRNYTXHI	\$3,284.40	\$0.00
Houston	FRPTTXFR	\$5,705.84	\$0.00
Dallas	FRRSTXXA	\$6,608.05	\$1,288.00
Frisco	FRSCTXCO	\$2,685.48	\$0.00
Frisco	FRSCTXES	\$2,888.34	\$0.00
Frisco	FRSCTXWE	\$3,091.20	\$0.00
Amarillo	FRTCTXXA	\$4,262.39	\$1,159.20
Dallas	FRTNTXXA	\$11,498.62	\$0.00
McKinney	FRVLTXST	\$3,735.20	\$0.00
Amarillo	FRWLTXXA	\$12,948.91	\$395.42
Keller	FSBGTXXA	\$7,528.91	\$395.42
El Paso	FTHNTXXC	\$4,536.09	\$1,159.20
Ft Worth	FTWOTXAL	\$3,155.60	\$0.00
Ft Worth	FTWOTXAR	\$2,888.34	\$0.00
Ft Worth	FTWOTXAT	\$2,617.86	\$0.00
Ft Worth	FTWOTXAX	\$2,576.00	\$0.00
Ft Worth	FTWOTXBB	\$2,704.80	\$0.00
Ft Worth	FTWOTXBE	\$2,898.00	\$0.00
Ft Worth	FTWOTXBN	\$3,026.80	\$0.00
Mansfield	FTWOTXBR	\$3,155.60	\$0.00
Ft Worth	FTWOTXBU	\$2,704.80	\$0.00
Ft Worth	FTWOTXBY	\$2,898.00	\$0.00
Ft Worth	FTWOTXCE	\$2,576.00	\$0.00
Ft Worth	FTWOTXCF	\$2,212.14	\$0.00
Ft Worth	FTWOTXCI	\$2,640.40	\$0.00
Ft Worth	FTWOTXCP	\$2,212.14	\$0.00
Ft Worth	FTWOTXCR	\$2,479.40	\$0.00
Ft Worth	FTWOTXEC	\$2,704.80	\$0.00
Ft Worth	FTWOTXED	\$1,255.80	\$0.00
Ft Worth	FTWOTXEU	\$1,352.40	\$0.00
Ft Worth	FTWOTXGL	\$2,447.20	\$0.00
Ft Worth	FTWOTXJE	\$2,318.40	\$0.00
Ft Worth	FTWOTXKE	\$2,801.40	\$0.00
Ft Worth	FTWOTXLW	\$2,576.00	\$0.00
Ft Worth	FTWOTXMA	\$2,376.36	\$0.00
Ft Worth	FTWOTXPE	\$2,382.80	\$0.00
Ft Worth	FTWOTXTE	\$2,305.52	\$0.00
Ft Worth	FTWOTXWA	\$2,254.00	\$0.00
Ft Worth	FTWOTXWS	\$2,576.00	\$0.00
Ft Worth	FTWPTXBJ	\$2,060.80	\$0.00
San Antonio	FWTNTXXA	\$8,268.05	\$395.42
Corpus Christi	GANDTXXA	\$13,712.61	\$395.42
Dallas	GBCYTXXA	\$7,637.81	\$0.00
Ft Worth	GDLYTXXA	\$4,486.62	\$428.90
Amarillo	GDNGTXXA	\$6,355.46	\$395.42
El Paso	GDPKTXXC	\$13,284.17	\$395.42
Houston	GDRCTXXA	\$6,562.37	\$395.42
Ft Worth	GDVWTXXA	\$5,034.75	\$428.90
San Antonio	GLLTTXXA	\$8,238.18	\$1,288.00
Rosenberg	GLNFTXXA	\$6,501.05	\$0.00
Ft Worth	GLRSTXXA	\$4,885.14	\$1,159.20
Galveston	GLTNTXSH	\$4,926.60	\$0.00
Galveston	GLTNTXSO	\$4,997.44	\$0.00
Galveston	GLTNTXWI	\$4,997.44	\$0.00
Humble	GNLDTXXG	\$4,300.55	\$644.00
San Antonio	GNSTTXA	\$11,235.30	\$395.42
Dallas	GNTRTXA	\$3,826.27	\$1,288.00
Dallas	GNVLTXGL	\$4,508.00	\$0.00
San Antonio	GNZLTXXA	\$5,647.88	\$1,288.00
Corpus Christi	GOLITXGO	\$5,924.80	\$0.00
Carrollton	GOVLTXXB	\$5,410.64	\$1,288.00
Humble	GPLDTXXA	\$8,055.55	\$1,159.20

Ft Worth	GRBYTXRA	\$4,314.80	\$0.00
Ft Worth	GRDNTXMY	\$6,118.00	\$0.00
Ft Worth	GRFRTXXA	\$8,627.02	\$0.00
Corpus Christi	GRGWTXXA	\$5,021.28	\$1,288.00
Plano	GRLDTXXA	\$2,466.84	\$1,288.00
Plano	GRLDTXXB	\$2,550.24	\$1,288.00
Plano	GRLDTXXC	\$2,653.28	\$1,288.00
Dallas	GRLDTXXE	\$3,189.09	\$1,288.00
Amarillo	GRLYTXXA	\$6,467.22	\$395.42
Ft Worth	GRMNTXXA	\$9,156.13	\$395.42
Georgetown	GRNGTXXA	\$3,332.15	\$1,288.00
Amarillo	GROMTXXA	\$4,755.05	\$1,159.20
Ft Worth	GRPRTXJP	\$2,594.35	\$0.00
Irving	GRPVTXXA	\$2,653.28	\$1,288.00
San Antonio	GRSHTXXB	\$5,770.82	\$1,288.00
Dallas	GRSLTXXA	\$5,633.45	\$1,288.00
Humble	GRSNTXXA	\$11,044.73	\$428.90
Georgetown	GRTWTXXA	\$2,473.10	\$1,288.00
Amarillo	GRVRTXGV	\$7,547.68	\$0.00
Rosenberg	GRWDTXGR	\$5,593.14	\$0.00
Frisco	GSVLTXHO	\$5,175.92	\$0.00
Ft Worth	GTVLTXXA	\$11,902.11	\$0.00
Humble	GVTNTXXA	\$6,612.99	\$1,159.20
Amarillo	HARTTXXA	\$5,630.89	\$1,159.20
Corpus Christi	HBVLTXHB	\$7,599.20	\$0.00
Amarillo	HDLYTXXA	\$6,342.51	\$1,159.20
Humble	HDSNTXXH	\$10,610.60	\$644.00
Baytown	HFMNTXXA	\$3,033.38	\$1,288.00
Baytown	HGLNTXXA	\$2,982.53	\$1,288.00
Amarillo	HGNSTXXA	\$9,024.77	\$1,159.20
Ft Worth	HICOTXXA	\$8,975.97	\$0.00
Humble	HMBLTXXA	\$4,094.53	\$0.00
Humble	HMBLTXXC	\$3,904.31	\$0.00
Tomball	HMPSTXHM	\$4,578.84	\$0.00
Ft Worth	HMTNTXXA	\$10,912.61	\$0.00
San Antonio	HNCCTXXA	\$6,568.36	\$395.42
Dallas	HNGVTXFR	\$6,246.80	\$0.00
Houston	HNTNTXXA	\$7,849.47	\$1,159.20
Spring	HNVTXHN	\$5,593.14	\$0.00
San Antonio	HONDTXHO	\$4,218.20	\$0.00
Plano	HOWETXXA	\$3,851.20	\$1,288.00
Amarillo	HPPYTXXA	\$4,207.65	\$1,159.20
Humble	HRDNTXXA	\$8,063.91	\$1,288.00
Amarillo	HRFRTXHF	\$5,068.28	\$0.00
San Antonio	HRPRTXXA	\$10,081.16	\$395.42
Amarillo	HRTLTXXA	\$5,576.15	\$1,159.20
Houston	HSTNTX08	\$2,093.00	\$0.00
Houston	HSTNTXAD	\$1,449.00	\$0.00
Houston	HSTNTXAI	\$1,352.40	\$0.00
Houston	HSTNTXAL	\$2,286.20	\$0.00
Houston	HSTNTXAP	\$3,013.92	\$0.00
Houston	HSTNTXBA	\$1,352.40	\$0.00
Houston	HSTNTXBR	\$2,482.62	\$0.00
Houston	HSTNTXBU	\$1,352.40	\$0.00
Houston	HSTNTXBW	\$2,730.56	\$0.00
Houston	HSTNTXCA	\$1,255.80	\$0.00
Houston	HSTNTXCH	\$2,872.24	\$0.00
Houston	HSTNTXCL	\$1,255.80	\$0.00
Houston	HSTNTXDP	\$2,872.24	\$0.00
Houston	HSTNTXEE	\$2,730.56	\$0.00
Houston	HSTNTXEH	\$2,588.88	\$0.00
Houston	HSTNTXFA	\$1,352.40	\$0.00
Houston	HSTNTXFR	\$2,305.52	\$0.00
Houston	HSTNTXGL	\$2,518.04	\$0.00
Houston	HSTNTXGP	\$1,449.00	\$0.00
Houston	HSTNTXGR	\$2,518.04	\$0.00
Houston	HSTNTXHO	\$1,352.40	\$0.00
Houston	HSTNTXHU	\$2,447.20	\$0.00
Houston	HSTNTXID	\$2,588.88	\$0.00
Dallas	HSTNTXJA	\$1,352.40	\$0.00
Houston	HSTNTXLA	\$2,753.10	\$0.00
Baytown	HSTNTXLP	\$3,297.28	\$0.00
Houston	HSTNTXMA	\$3,084.76	\$0.00
Houston	HSTNTXMC	\$1,449.00	\$0.00
Houston	HSTNTXMI	\$1,449.00	\$0.00
Houston	HSTNTXMO	\$1,352.40	\$0.00

Houston	HSTNTXNA	\$1,255.80	\$0.00
Houston	HSTNTXNE	\$2,376.36	\$0.00
Houston	HSTNTXOR	\$1,449.00	\$0.00
Houston	HSTNTXOV	\$1,352.40	\$0.00
Houston	HSTNTXOX	\$2,415.00	\$0.00
Houston	HSTNTXPA	\$2,447.20	\$0.00
Houston	HSTNTXPE	\$3,023.58	\$0.00
Houston	HSTNTXPR	\$2,221.80	\$0.00
Houston	HSTNTXRE	\$2,376.36	\$0.00
Houston	HSTNTXRI	\$2,234.68	\$0.00
Houston	HSTNTXSA	\$2,550.24	\$0.00
League City	HSTNTXSE	\$3,438.96	\$0.00
Houston	HSTNTXSH	\$2,943.08	\$0.00
Houston	HSTNTXSU	\$1,352.40	\$0.00
Houston	HSTNTXUN	\$1,352.40	\$0.00
Houston	HSTNTXWA	\$2,305.52	\$0.00
Houston	HSTNTXWE	\$1,449.00	\$0.00
Houston	HSTNTXWL	\$2,659.72	\$0.00
Houston	HSTNTXWY	\$2,447.20	\$0.00
Houston	HSTXTXSD	\$2,872.24	\$0.00
Houston	HSTXTXSM	\$2,254.00	\$0.00
Dickinson	HTCHTXXA	\$3,697.99	\$1,288.00
Tomball	HTLKTXXA	\$6,922.11	\$1,159.20
Corpus Christi	HTVLTXXV	\$9,531.20	\$0.00
Amarillo	HUB TXXA	\$9,931.57	\$395.42
Humble	HULLTXXA	\$8,378.14	\$1,288.00
San Antonio	HUNTTXXA	\$9,077.94	\$395.42
Austin	HUTTTXXA	\$4,202.80	\$0.00
Humble	HXLTYXXA	\$14,506.50	\$395.42
Rosenberg	INDSTXXA	\$7,780.20	\$395.42
San Antonio	INGRTXXA	\$8,422.39	\$395.42
Corpus Christi	INSDTXXA	\$2,598.90	\$1,288.00
Tomball	IOLATXXA	\$5,840.19	\$1,159.20
Irving	IRNGTXXA	\$2,228.24	\$1,288.00
Irving	IRNGTXXB	\$2,086.56	\$1,288.00
Irving	IRNGTXXC	\$1,661.52	\$1,288.00
Irving	IRNGTXXD	\$2,299.08	\$1,288.00
Irving	IRNGTXXE	\$2,157.40	\$1,288.00
Irving	IRNGTXXF	\$2,299.08	\$1,288.00
Irving	IRNGTXXG	\$1,661.52	\$1,288.00
Dallas	ITLYTXHU	\$4,701.20	\$0.00
Dallas	JCSNTXXA	\$4,547.32	\$1,288.00
San Antonio	JHCYTXXA	\$4,771.16	\$1,288.00
Ft Worth	JNBOTXXA	\$10,965.00	\$0.00
Houston	JOQNTXXA	\$10,734.59	\$1,159.20
Ft Worth	JPLNTXXA	\$7,444.70	\$0.00
Georgetown	JRRLTXXA	\$3,144.33	\$1,288.00
San Antonio	JRTNTXXA	\$4,069.06	\$1,288.00
Dallas	JSPHTXXA	\$7,027.93	\$1,288.00
Keller	JSTNTXXB	\$4,520.88	\$1,288.00
Dallas	JWTTTXJW	\$16,486.40	\$0.00
Houston	KATYTXXA	\$3,769.77	\$644.00
Houston	KATYTXXB	\$3,480.55	\$644.00
Houston	KATYTXXC	\$3,595.40	\$644.00
League City	KEMHTXXA	\$3,171.47	\$1,288.00
League City	KEMHTXXB	\$3,212.53	\$1,288.00
Dallas	KEMPTXXA	\$6,588.11	\$0.00
Dallas	KFMNTXXA	\$5,574.77	\$0.00
San Antonio	KGBRTXXA	\$6,785.43	\$395.42
Corpus Christi	KGVLTKKV	\$4,314.80	\$0.00
Humble	KGWDTXXA	\$4,384.42	\$0.00
Humble	KGWDTXXC	\$4,642.18	\$0.00
Keller	KLLRTXXA	\$3,116.96	\$1,288.00
Georgetown	KMPNTXXA	\$6,964.11	\$0.00
San Antonio	KNBGTXA	\$5,126.18	\$395.42
San Antonio	KNDYTXKN	\$5,731.60	\$0.00
Dallas	KNKRTXXA	\$10,226.01	\$0.00
San Antonio	KNPPTXXA	\$7,660.74	\$395.42
Humble	KNRDTXXA	\$7,643.39	\$1,159.20
Ft Worth	KPRLTXXA	\$5,787.14	\$428.90
San Antonio	KRCYTXFC	\$4,765.60	\$0.00
San Antonio	KRCYTXKC	\$5,409.60	\$0.00
Dallas	KRNSTXXA	\$8,344.02	\$0.00
Amarillo	KRRCTXXA	\$12,278.39	\$395.42
Keller	KRUMTXXA	\$6,126.27	\$0.00
San Antonio	KRVLTXXA	\$8,304.90	\$395.42

San Antonio	KSCSTXXA	\$7,809.94	\$1,288.00
Buda	KYLETXXA	\$3,200.76	\$1,288.00
Dallas	LADNTXEN	\$5,667.20	\$0.00
San Antonio	LAPRTXLP	\$7,689.36	\$0.00
San Antonio	LARDTXDG	\$11,398.80	\$0.00
San Antonio	LARDTXLA	\$10,239.60	\$0.00
Austin	LBHLTXLH	\$3,226.44	\$0.00
Baytown	LBRTTXLB	\$4,572.40	\$0.00
Buda	LCKHTXLK	\$3,767.40	\$0.00
San Antonio	LCSTTXLC	\$2,872.24	\$0.00
San Antonio	LEVLTXXA	\$7,436.63	\$395.42
Houston	LFKNTXXA	\$10,223.19	\$644.00
Amarillo	LFRSTXLF	\$6,414.24	\$0.00
League City	LGCTYXXA	\$3,092.14	\$1,288.00
Ft Worth	LIPNTXXA	\$6,250.77	\$395.42
Tomball	LKCFTXXL	\$5,114.62	\$644.00
Carrollton	LKDLTXXA	\$4,020.70	\$395.42
Dallas	LKPETXXA	\$11,498.62	\$0.00
Ft Worth	LKVGTXXA	\$5,930.97	\$428.90
Amarillo	LKVWTXXA	\$6,561.47	\$1,159.20
San Antonio	LLNGTXLU	\$5,538.40	\$0.00
Austin	LMPSTXLS	\$5,422.48	\$0.00
Dallas	LNOKTXXA	\$8,112.56	\$1,288.00
Dallas	LNRDTXXA	\$4,378.12	\$1,288.00
Houston	LOLDTXXA	\$6,767.55	\$1,159.20
Corpus Christi	LOLTXXA	\$12,343.55	\$395.42
Georgetown	LOMTXXA	\$8,355.93	\$0.00
Dallas	LONATXXA	\$8,085.50	\$1,159.20
Rosenberg	LOUSTXXA	\$7,174.17	\$395.42
Amarillo	LUTZTXXA	\$10,602.09	\$395.42
San Antonio	LVRNTXXA	\$3,381.00	\$1,288.00
Houston	LVTNTXXA	\$7,024.20	\$395.42
Corpus Christi	LWRDTXXA	\$12,764.80	\$395.42
Carrollton	LWVLTXXA	\$2,794.96	\$1,288.00
Carrollton	LWVLTXXB	\$2,440.76	\$1,288.00
Carrollton	LWVLTXXC	\$3,075.10	\$1,288.00
Carrollton	LWVLTXXE	\$3,023.58	\$1,288.00
Carrollton	LWVLTXXF	\$3,242.54	\$1,288.00
Corpus Christi	LYBHTXXA	\$6,867.26	\$395.42
Buda	LYSPTXXA	\$6,739.94	\$1,288.00
San Antonio	LYTLTXLY	\$3,155.60	\$0.00
San Antonio	MARNTXMR	\$3,091.20	\$0.00
Ft Worth	MAY TXXA	\$8,363.32	\$1,159.20
Amarillo	MBTETXXA	\$6,999.39	\$1,159.20
Austin	MCDDTXXA	\$7,203.47	\$1,288.00
McKinney	MCKNTXLI	\$3,284.40	\$0.00
McKinney	MCKNTXTE	\$3,670.80	\$0.00
Amarillo	MCLNTXML	\$7,122.64	\$0.00
San Antonio	MDLKTXML	\$3,632.16	\$0.00
Dallas	MDLTTXGR	\$3,542.00	\$0.00
Spring	MDVITXMD	\$6,945.54	\$0.00
Amarillo	MDWTTXXA	\$10,825.60	\$395.42
San Antonio	MEDNTXXA	\$6,402.17	\$395.42
Amarillo	MIAMTXXA	\$6,616.21	\$1,159.20
Amarillo	MILOTXXA	\$7,249.50	\$395.42
Austin	MLANTXXA	\$7,175.28	\$0.00
San Antonio	MLETTXXA	\$7,673.07	\$395.42
Dallas	MLFRTXXA	\$4,761.49	\$1,159.20
Dallas	MLGRTXXA	\$8,620.24	\$1,288.00
El Paso	MLHGTXXC	\$9,819.82	\$395.42
Dallas	MLKFTXXA	\$8,967.20	\$0.00
Houston	MLPTTXXA	\$7,187.39	\$395.42
Ft Worth	MLSPTXXA	\$7,160.12	\$0.00
Amarillo	MMPHTXXA	\$6,889.91	\$1,159.20
Dallas	MNSTTXXA	\$8,609.10	\$395.42
Dallas	MNTBTXXA	\$11,412.32	\$0.00
Ft Worth	MNWLTXFA	\$5,023.20	\$0.00
San Antonio	MODNTXXA	\$11,221.48	\$395.42
Corpus Christi	MOLTTXMN	\$9,982.00	\$0.00
Dallas	MRCHTXXA	\$9,673.65	\$0.00
Corpus Christi	MRCYTXXA	\$13,712.61	\$395.42
San Antonio	MRFLTXXA	\$5,852.29	\$1,288.00
Ft Worth	MRGNTXXA	\$5,255.50	\$1,159.20
Rosenberg	MRHMTXXA	\$7,078.01	\$395.42
Dallas	MRITTXXA	\$7,353.39	\$1,288.00
Dallas	MRMLTXXA	\$8,981.56	\$0.00

Dallas	MRQZTXXA	\$7,664.90	\$1,159.20
Baytown	MTBLTXXA	\$3,565.15	\$1,288.00
Tomball	MTGMTXXM	\$5,577.74	\$644.00
Rosenberg	MTGRTXMT	\$7,216.02	\$0.00
San Antonio	MTHOTXXA	\$9,763.50	\$395.42
Corpus Christi	MTHSTXMA	\$4,250.40	\$0.00
Dallas	MYRATXXA	\$8,557.38	\$395.42
Dallas	MYSPTXXA	\$4,772.93	\$1,288.00
New Braunfels	NBRNTXNB	\$3,722.32	\$0.00
Humble	NCGDTXNC	\$10,326.54	\$0.00
Dallas	NCHSTXXA	\$12,275.28	\$0.00
Rosenberg	NDVLTXXA	\$4,418.92	\$644.00
Dallas	NEVDTXA	\$6,785.30	\$1,288.00
Dallas	NGLYTXXA	\$8,261.63	\$1,159.20
San Antonio	NIXNTXXA	\$4,511.21	\$1,288.00
Corpus Christi	NRDHTXNH	\$7,148.40	\$0.00
Tomball	NRMNTXXA	\$6,664.51	\$1,159.20
League City	NSBYTXXA	\$6,736.29	\$1,288.00
Tomball	NVSTTXXA	\$6,977.33	\$0.00
Ft Worth	NWRKTXHU	\$3,348.80	\$0.00
Rosenberg	NWULTXXA	\$7,370.85	\$395.42
Tomball	NWWWVXXA	\$4,294.20	\$1,288.00
Houston	NZLHTXXA	\$6,303.87	\$1,159.20
Amarillo	NZRTTXXA	\$5,083.49	\$1,159.20
Corpus Christi	ODEMTXXA	\$2,787.67	\$1,288.00
Houston	OKHRTXXA	\$8,022.41	\$395.42
Dallas	OKLDTXXA	\$5,383.49	\$1,288.00
Amarillo	OKLNTXXA	\$12,501.89	\$395.42
Dallas	OKWDTXXA	\$7,249.13	\$1,159.20
Ft Worth	OLDNTXXA	\$8,267.50	\$395.42
Houston	ONLSTXXA	\$8,293.70	\$395.42
Corpus Christi	ORGVTXXA	\$3,851.30	\$1,288.00
Austin	PAGETXXA	\$7,699.59	\$1,288.00
Amarillo	PAMPTXPP	\$5,989.20	\$0.00
Dallas	PARSTXNO	\$7,470.40	\$0.00
Dallas	PARSTXSU	\$7,470.40	\$0.00
Corpus Christi	PAWNTXXA	\$9,444.90	\$0.00
Dallas	PCNGTXXA	\$7,304.44	\$395.42
San Antonio	PCRKTXPC	\$3,767.40	\$0.00
Ft Worth	PKLKTXXA	\$9,928.03	\$0.00
Dallas	PKTNTXXA	\$9,974.03	\$1,288.00
Plano	PLANTXXA	\$2,369.92	\$1,288.00
Plano	PLANTXXB	\$1,661.52	\$1,288.00
Plano	PLANTXXD	\$2,299.08	\$1,288.00
Plano	PLANTXXF	\$2,299.08	\$1,288.00
Plano	PLANTXXK	\$2,228.24	\$1,288.00
Corpus Christi	PLCSTXXA	\$7,042.18	\$1,288.00
Dallas	PLMRTXXA	\$6,926.57	\$1,288.00
Ft Worth	PLPNTXXA	\$8,902.02	\$0.00
Plano	PLPTTXXB	\$4,920.16	\$1,288.00
Dallas	PLSTTXXA	\$12,361.58	\$0.00
San Antonio	PLTNTXPL	\$4,186.00	\$0.00
Tomball	PLVLTXXA	\$6,083.25	\$0.00
Ft Worth	PLXYTXXA	\$5,669.14	\$428.90
Corpus Christi	PNCMTXXA	\$6,191.27	\$1,288.00
Amarillo	PNHDTXXA	\$3,988.69	\$1,159.20
Tomball	PNHRTXPN	\$3,294.06	\$0.00
Houston	PNTNTXXA	\$7,025.15	\$1,159.20
Keller	PONDTXXA	\$5,758.71	\$0.00
Dallas	PONTTXXA	\$8,456.96	\$1,288.00
San Antonio	POTHTXXA	\$7,543.98	\$1,288.00
Ft Worth	PRCTTXXA	\$9,975.86	\$395.42
Dallas	PRDNTXXA	\$5,642.48	\$1,159.20
Ft Worth	PRDSTXXA	\$6,188.00	\$0.00
Amarillo	PRMRTXXA	\$10,378.59	\$395.42
Corpus Christi	PRMTTXXA	\$4,808.57	\$1,288.00
Ft Worth	PRRNTXXA	\$7,806.75	\$0.00
San Antonio	PRSLTXPS	\$5,209.96	\$0.00
Frisco	PRSPTXFI	\$3,226.44	\$0.00
McKinney	PRTNTXRE	\$3,413.20	\$0.00
Tomball	PRVWTXPR	\$4,173.12	\$0.00
Corpus Christi	PTALTXXA	\$11,711.67	\$395.42
Corpus Christi	PTANTXXA	\$5,287.55	\$395.42
Galveston	PTBLTXPT	\$4,855.76	\$0.00
Humble	PTERTXXA	\$4,559.96	\$0.00
San Antonio	PTETTXPO	\$3,864.00	\$0.00

Humble	PTHSTXXA	\$4,754.97	\$0.00
Corpus Christi	PTLDTXXA	\$2,362.20	\$1,288.00
Corpus Christi	PTLVXXA	\$5,559.12	\$1,288.00
Corpus Christi	PTOCTXXA	\$5,978.55	\$1,288.00
McKinney	PTSBTXST	\$5,528.22	\$0.00
Corpus Christi	PTTSTXXA	\$8,780.30	\$0.00
Ft Worth	PTTVTXXA	\$11,639.45	\$0.00
Dallas	PYSPTXXA	\$7,995.34	\$0.00
Amarillo	PYTNTXXA	\$7,984.71	\$1,159.20
Dallas	QNLNTXXA	\$7,542.26	\$1,288.00
Corpus Christi	RBTNTXXA	\$2,840.85	\$1,288.00
Austin	RCDLTXRD	\$5,068.28	\$0.00
Tomball	RCHRTXXA	\$7,201.71	\$0.00
Dallas	RCLDTXXA	\$5,943.23	\$1,159.20
Corpus Christi	RCPTTXRP	\$3,799.60	\$0.00
Dallas	RCSNTXBZ	\$2,060.80	\$0.00
San Antonio	RCSPTXXA	\$14,274.23	\$395.42
Dallas	RDOKTXHO	\$3,284.40	\$0.00
Corpus Christi	REFGTXRF	\$4,379.20	\$0.00
Ft Worth	RENPTXXA	\$6,632.21	\$1,288.00
Keller	RHMETXXA	\$5,017.76	\$0.00
Dallas	RICETXXA	\$7,899.52	\$1,288.00
Ft Worth	RIVSTXXA	\$5,185.28	\$428.90
San Antonio	RKCKTXXA	\$10,692.63	\$395.42
Humble	RKLWTXXA	\$9,292.03	\$1,159.20
Dallas	RKWLTXXA	\$3,091.20	\$0.00
Ft Worth	RNBVTXXA	\$7,234.80	\$0.00
San Antonio	RNGETXRU	\$5,989.20	\$0.00
Ft Worth	RNGRTXMI	\$7,277.20	\$0.00
San Antonio	RNMTTXXB	\$5,425.00	\$1,288.00
Dallas	RONETXXA	\$8,374.87	\$1,288.00
Keller	RONKTXWO	\$3,023.58	\$0.00
Rosenberg	RSBGTXRR	\$3,294.06	\$0.00
Houston	RSHRTXXA	\$3,249.86	\$1,288.00
Ft Worth	RSSTXXA	\$8,447.75	\$1,159.20
Keller	RSTNTXXA	\$8,304.90	\$395.42
Humble	RUBYTXXA	\$8,965.07	\$395.42
Tomball	RVBKTXXR	\$4,122.35	\$644.00
Corpus Christi	RVRATXXA	\$7,499.14	\$395.42
Plano	RWLTXXA	\$3,409.98	\$1,288.00
Dallas	RXTNTXXA	\$8,354.30	\$395.42
Dallas	RYCYTXNE	\$3,606.40	\$0.00
Humble	RYWDTXXA	\$8,126.76	\$1,288.00
San Antonio	SABNTXXA	\$5,396.05	\$395.42
Humble	SAGSTXSA	\$11,205.60	\$0.00
San Antonio	SBNLTXXB	\$5,635.00	\$0.00
Dallas	SCRYTXXA	\$5,112.57	\$428.90
Ft Worth	SDNYTXXA	\$11,139.40	\$395.42
Corpus Christi	SDRTTXXA	\$5,127.64	\$1,288.00
Humble	SEGNTXXA	\$8,382.46	\$395.42
Rosenberg	SELYTXSE	\$4,308.36	\$0.00
New Braunfels	SGINTXMQ	\$3,496.92	\$0.00
New Braunfels	SGINTXSG	\$4,173.12	\$0.00
Sugar Land	SGLDTXXD	\$3,452.65	\$428.90
Sugar Land	SGLDTXXE	\$2,545.29	\$428.90
Plano	SHMNTXXA	\$3,793.89	\$1,288.00
Corpus Christi	SHNRTXSH	\$9,338.00	\$0.00
Humble	SHPHTXXA	\$4,603.72	\$1,288.00
Amarillo	SHRKTXXR	\$8,468.60	\$0.00
Dallas	SHRLTXXA	\$9,015.09	\$1,288.00
Tomball	SHROTXXA	\$7,764.19	\$0.00
Corpus Christi	SINTTXXSI	\$3,220.00	\$0.00
Corpus Christi	SKDMTXSK	\$4,379.20	\$0.00
Amarillo	SKLYTXSK	\$5,280.80	\$0.00
Dallas	SLCMTXXA	\$7,640.17	\$1,159.20
Ft Worth	SLIDTXXA	\$7,097.52	\$0.00
Dallas	SLSPTXXA	\$6,861.20	\$1,288.00
Rosenberg	SMLKTXXSM	\$2,984.04	\$0.00
San Antonio	SMLYTXXA	\$4,899.32	\$1,288.00
Buda	SMRCTXXA	\$2,878.44	\$0.00
San Antonio	SMRTTXXA	\$2,886.65	\$1,288.00
Austin	SMVLTXSM	\$4,636.80	\$0.00
San Antonio	SMVYTXXA	\$5,336.60	\$395.42
San Antonio	SNANTX91	\$2,163.84	\$0.00
San Antonio	SNANTXBA	\$1,352.40	\$0.00
San Antonio	SNANTXCA	\$1,255.80	\$0.00

San Antonio	SNANTXCU	\$1,449.00	\$0.00
San Antonio	SNANTXDI	\$1,352.40	\$0.00
San Antonio	SNANTXED	\$2,511.60	\$0.00
San Antonio	SNANTXFR	\$1,352.40	\$0.00
San Antonio	SNANTXGE	\$2,318.40	\$0.00
San Antonio	SNANTXHE	\$2,730.56	\$0.00
San Antonio	SNANTXIC	\$2,588.88	\$0.00
San Antonio	SNANTXJA	\$2,659.72	\$0.00
San Antonio	SNANTXLA	\$1,449.00	\$0.00
San Antonio	SNANTXLE	\$2,254.00	\$0.00
San Antonio	SNANTXLS	\$2,685.48	\$0.00
San Antonio	SNANTXMA	\$2,482.62	\$0.00
San Antonio	SNANTXMC	\$1,449.00	\$0.00
San Antonio	SNANTXPA	\$2,801.40	\$0.00
San Antonio	SNANTXPE	\$1,449.00	\$0.00
San Antonio	SNANTXSA	\$3,026.80	\$0.00
San Antonio	SNANTXSH	\$2,482.62	\$0.00
San Antonio	SNANTXSL	\$2,347.38	\$0.00
San Antonio	SNANTXSO	\$2,943.08	\$0.00
San Antonio	SNANTXTA	\$1,352.40	\$0.00
San Antonio	SNANTXTH	\$3,220.00	\$0.00
San Antonio	SNANTXUC	\$2,482.62	\$0.00
San Antonio	SNANTXWA	\$2,447.20	\$0.00
San Antonio	SNANTXWE	\$1,449.00	\$0.00
Corpus Christi	SNDGTXSD	\$5,409.60	\$0.00
Amarillo	SNFRTXXA	\$4,536.09	\$1,159.20
Georgetown	SNGBTXXA	\$3,757.60	\$1,288.00
Dallas	SNGRTXXA	\$6,356.72	\$0.00
San Antonio	SNMGTXXA	\$6,093.85	\$395.42
Amarillo	SNRYTXXA	\$5,521.41	\$1,159.20
Ft Worth	SNSTTXXA	\$8,382.30	\$0.00
Dickinson	SNTFTXXA	\$3,443.21	\$1,288.00
Ft Worth	SNTOTXXA	\$8,565.15	\$0.00
Humble	SPLDTXSP	\$3,368.12	\$0.00
Amarillo	SPMNTXXA	\$6,670.95	\$1,159.20
Spring	SPRNTXNO	\$2,955.96	\$0.00
Tomball	SPRNTXSM	\$2,955.96	\$0.00
Spring	SPRNTXSO	\$2,617.86	\$0.00
Ft Worth	SPTWTXXA	\$6,899.18	\$1,288.00
Amarillo	SRFDTXXA	\$8,478.78	\$395.42
Amarillo	SRFRTXXA	\$6,780.43	\$1,159.20
Corpus Christi	SRTATXXA	\$7,815.08	\$395.42
Humble	SRTGTXXA	\$9,006.64	\$1,288.00
San Antonio	SSDLTXXA	\$6,459.84	\$395.42
San Antonio	STDLTXXA	\$5,545.63	\$0.00
Houston	STFRTXXA	\$2,248.84	\$1,288.00
Dallas	STJOTXXA	\$9,082.33	\$0.00
San Antonio	STLRTXXA	\$6,358.74	\$395.42
Dallas	STMNTXXA	\$6,104.23	\$1,159.20
Amarillo	STNTTXST	\$5,493.32	\$0.00
San Antonio	STNWTXXA	\$4,711.54	\$1,288.00
San Antonio	STRNTXXA	\$9,498.77	\$395.42
Ft Worth	STRWTXOR	\$6,504.40	\$0.00
San Antonio	STSPTXXA	\$7,187.59	\$1,288.00
Ft Worth	STVLTXXB	\$7,923.70	\$0.00
Amarillo	STVNTXXA	\$11,496.12	\$395.42
Houston	SWNYTXXA	\$0.00	\$0.00
Corpus Christi	TAFTTXXA	\$2,628.11	\$1,288.00
Dallas	TAWKTXXA	\$7,889.94	\$1,288.00
Austin	TAYLTXTA	\$3,297.28	\$0.00
Tomball	TBLLTXKL	\$2,550.24	\$0.00
Tomball	TBLLXTB	\$2,888.34	\$0.00
Dallas	TEPHTXXA	\$9,611.04	\$1,288.00
Austin	THDLTXXA	\$3,697.99	\$1,288.00
Amarillo	THRPTXXA	\$11,384.36	\$395.42
Corpus Christi	THRRTXXA	\$5,446.75	\$1,288.00
Plano	TIOGTXXB	\$3,672.32	\$1,288.00
Corpus Christi	TIVOTXXA	\$4,861.74	\$1,288.00
Ft Worth	TLARTXXA	\$5,471.02	\$428.90
Corpus Christi	TLDNTXXA	\$11,816.97	\$395.42
Plano	TMBNTXXA	\$7,730.46	\$1,288.00
Humble	TMPSTXTM	\$12,017.04	\$0.00
Dallas	TNCLTXXA	\$11,326.03	\$0.00
Houston	TNHATXXA	\$10,373.95	\$1,159.20
Dallas	TOSPTXXA	\$7,507.28	\$0.00
Dallas	TRENTXXA	\$4,208.93	\$1,288.00

Dallas	TRNDTXXA	\$8,798.03	\$0.00
Tomball	TRNYTXXA	\$6,397.25	\$1,159.20
San Antonio	TRPLTXXA	\$6,346.63	\$395.42
Dallas	TRRLTXJO	\$3,970.26	\$0.00
Dallas	TRUPTXXA	\$12,879.36	\$0.00
Dallas	TUKRTXXA	\$12,361.58	\$0.00
Dickinson	TXCYTXLM	\$4,359.88	\$0.00
Dickinson	TXCYTXTC	\$4,359.88	\$0.00
Amarillo	TXLNTXXA	\$14,625.21	\$395.42
Amarillo	UMBRTXXA	\$5,908.46	\$395.42
San Antonio	UTOPTXXA	\$8,792.06	\$395.42
San Antonio	UVLDTXUV	\$7,051.80	\$0.00
Dallas	VALSTXXA	\$3,900.08	\$1,288.00
Corpus Christi	VCTATXVI	\$6,826.40	\$0.00
Amarillo	VEGATXXA	\$4,317.13	\$1,159.20
San Antonio	VGRNTXXA	\$16,227.82	\$395.42
Rosenberg	VLLDTXVL	\$3,632.16	\$0.00
Carrollton	VLVWTXXA	\$5,917.37	\$395.42
Dallas	VLVWTXXB	\$5,864.01	\$395.42
Corpus Christi	VNDRTXXA	\$6,457.18	\$1,288.00
El Paso	VNTNTXMA	\$2,730.56	\$0.00
San Antonio	WAELTXXA	\$10,937.35	\$395.42
Rosenberg	WALSTXXA	\$3,348.61	\$1,288.00
Tomball	WASHTXXA	\$7,199.86	\$0.00
Houston	WCLMTXXA	\$6,345.63	\$0.00
Corpus Christi	WDBOTXWB	\$4,057.20	\$0.00
Dallas	WEVRTXXA	\$10,244.51	\$1,288.00
Dallas	WFCYTXGY	\$5,152.00	\$0.00
Amarillo	WGTNTXXA	\$7,656.27	\$1,159.20
Plano	WHBOTXXC	\$4,387.78	\$1,288.00
Amarillo	WHDRTXXA	\$4,700.31	\$1,159.20
Amarillo	WHLRTXXA	\$7,382.57	\$1,159.20
Rosenberg	WHTNTXWH	\$4,916.94	\$0.00
Dallas	WHWRTXXA	\$7,994.91	\$1,288.00
Tomball	WILSTXXA	\$3,914.94	\$1,288.00
San Antonio	WLCYTXXA	\$5,367.39	\$1,288.00
Tomball	WLDMTXXW	\$5,330.26	\$644.00
Amarillo	WLDRTXXA	\$3,605.51	\$1,159.20
Tomball	WLLRTXWL	\$3,902.64	\$0.00
Humble	WLLSTXXW	\$11,491.95	\$644.00
Dallas	WLMRTXXA	\$6,403.86	\$1,288.00
Dallas	WLPTTXNO	\$4,894.40	\$0.00
Dallas	WLPTTXTR	\$5,023.20	\$0.00
Buda	WMBRTXXA	\$3,526.60	\$1,288.00
San Antonio	WMRTXXA	\$12,341.96	\$395.42
Dallas	WNDMTXXA	\$9,020.07	\$1,288.00
Ft Worth	WICBTXXA	\$5,412.96	\$1,159.20
San Antonio	WSHFTXXA	\$9,498.77	\$395.42
Amarillo	WSWYTXXA	\$8,367.03	\$395.42
Ft Worth	WTFRTXBC	\$3,864.00	\$0.00
Ft Worth	WTFRTXLY	\$3,864.00	\$0.00
Humble	WTWDTXXA	\$6,658.56	\$428.90
Dallas	WXHCTXWE	\$3,799.60	\$0.00
Plano	WYLITXXA	\$3,522.68	\$1,288.00
Corpus Christi	YKUMTXYK	\$8,758.40	\$0.00
Dallas	YNTSTXXA	\$9,457.50	\$395.42
Corpus Christi	YRTWTXYT	\$7,341.60	\$0.00

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

INTERNET PRICING				
Access	Internet MRC	Mileage Cost If Applicable	Channel Termination	NRC
56 kbps	NSP	n/a	n/a	n/a
DS1 ¹	\$125.44	n/a	n/a	\$0.00
DS3 ¹	\$677.38	n/a	n/a	\$0.00
1.5m Port	\$125.44	n/a	n/a	\$0.00
3m Port	\$144.26	n/a	n/a	\$0.00
6m Port	\$194.43	n/a	n/a	\$0.00
9m Port	\$247.74	n/a	n/a	\$0.00
10m Port	\$263.42	n/a	n/a	\$0.00
20m Port	\$382.59	n/a	n/a	\$0.00
50m Port	\$736.96	n/a	n/a	\$0.00
100m Port	\$1,031.74	n/a	n/a	\$0.00
500m Port	\$3,245.76	n/a	n/a	\$0.00
1Gig Port	\$4,057.98	n/a	n/a	\$0.00
10Gig Port	\$29,792.00			ICB
OC3 ¹	\$1,329.66	n/a	n/a	\$0.00
OC3c ¹	\$1,329.66	n/a	n/a	\$0.00
OC12 ¹	\$3,443.33	n/a	n/a	\$0.00
OC12c ¹	\$3,443.33	n/a	n/a	\$0.00
OC48	ICB	n/a	n/a	\$0.00
OC192	ICB	n/a	n/a	n/a

¹Rates based on circuit equivalent bandwidths, DS1=1.5mb, DS3 = 45mb, OC3 = 155mb, etc.

The bandwidth represented above is assumed to be the port size associated with each speed, i.e., the bandwidth of the circuit.

NSP - Not Separately Priced

Postalized Access Service Rates ⁴	MRC	Monthly Cost Mileage Band 1 (same CO)	Monthly Cost Mileage Band 2 (metro area)	Monthly Cost Mileage Band 3 (Other)	Quality of Service	MRC
56kbps	n/a	n/a	n/a	n/a	Low Priority	See NOTE ³
64kbps	n/a	n/a	n/a	n/a	Medium Priority	See NOTE ³
DS1	\$53.31	\$53.31	n/a	n/a	High Priority	See NOTE ³
DS3	\$203.84	\$203.84	n/a	n/a		
OC3	\$573.89	\$573.89	n/a	n/a		
OC12	\$1,100.74	\$1,100.74	n/a	n/a		
10/100	\$179.20	\$179.20	n/a	n/a		
GigE	\$439.04	\$439.04	n/a	n/a		
10G	\$1,164.80	\$1,164.80	n/a	n/a		

⁴The bandwidth represented above is assumed to be the on-net transport speeds associated with each circuit.

³tw telecom's Quality of Service levels -referred to as "CoS" or Class of Service - are RT (Realtime), IT (interactive), and MC/P/BE (Mission Critical/Priority/Best Effort).

Customers received all 5 service classes for bandwidths up to 12 Mbps for a flat rate: 1.5 - 2Mbps = \$55 • 3- 8 Mbps = \$82.50 • 9-12 Mbps = \$132

Above 12 Mbps, tw telecom allows granularity by service class; pricing is dependent on the amount of bandwidth devoted to each class.

Internet Services

Internet Services are typically comprised of two service elements -- Internet Access (bandwidth) and Internet Transport (port, i.e. T1, DS3, OCn), but can be augmented with Managed Security Services (MSS) and Managed Routers.

Access Rate	MRC	MRC Description	NRC	NRC Description
128K	NSP		NSP	
256k	NSP		NSP	
384k	NSP		NSP	
512k	NSP		NSP	
768k	NSP		NSP	
1024k	NSP		NSP	
1.5 Mbps	\$125.44		\$0.00	
2 Mbps	\$125.44		\$0.00	
3 Mbps	\$144.26		\$0.00	
4 Mbps	\$159.94		\$0.00	
4.5 Mbps	\$169.34		\$0.00	
6 Mbps	\$194.43		\$0.00	
7.5 Mbps	\$219.52		\$0.00	
8 Mbps	\$228.93		\$0.00	
9 Mbps	\$247.74		\$0.00	
10 Mbps	\$263.42		\$0.00	
10.5 Mbps	\$269.70		\$0.00	
12 Mbps	\$288.51		\$0.00	

15 Mbps	\$323.01		\$0.00	
20 Mbps	\$382.59		\$0.00	
25 Mbps	\$442.18		\$0.00	
30 Mbps	\$501.76		\$0.00	
35 Mbps	\$558.21		\$0.00	
40 Mbps	\$617.79		\$0.00	
45 Mbps	\$677.38		\$0.00	
50 Mbps	\$736.96		\$0.00	
55 Mbps	\$765.18		\$0.00	
60 Mbps	\$796.54		\$0.00	
65 Mbps	\$824.77		\$0.00	
70 Mbps	\$856.13		\$0.00	
75 Mbps	\$884.35		\$0.00	
80 Mbps	\$912.58		\$0.00	
85 Mbps	\$943.94		\$0.00	
90 Mbps	\$972.16		\$0.00	
95 Mbps	\$1,003.52		\$0.00	
100 Mbps	\$1,031.74		\$0.00	
125 Mbps	\$1,166.59		\$0.00	
150 Mbps	\$1,301.44		\$0.00	
155 Mbps	\$1,329.66		\$0.00	
175 Mbps	\$1,439.42		\$0.00	
200 Mbps	\$1,574.27		\$0.00	
225 Mbps	\$1,709.12		\$0.00	
250 Mbps	\$1,843.97		\$0.00	
300 Mbps	\$2,123.07		\$0.00	
350 Mbps	\$2,405.31		\$0.00	
400 Mbps	\$2,684.42		\$0.00	
450 Mbps	\$2,966.66		\$0.00	
500 Mbps	\$3,245.76		\$0.00	
550 Mbps	\$3,327.30		\$0.00	
600 Mbps	\$3,408.83		\$0.00	
622 Mbps	\$3,443.33		\$0.00	
650 Mbps	\$3,490.37		\$0.00	
700 Mbps	\$3,571.90		\$0.00	
750 Mbps	\$3,653.44		\$0.00	
800 Mbps	\$3,731.84		\$0.00	
850 Mbps	\$3,813.38		\$0.00	
900 Mbps	\$3,894.91		\$0.00	
950 Mbps	\$3,976.45		\$0.00	
1000 Mbps	\$4,057.98		\$0.00	
1500 Mbps	\$5,488.00		\$0.00	
2000 Mbps	\$6,918.02		\$0.00	
2500 Mbps	\$8,348.03		\$0.00	
3000 Mbps	\$9,778.05		\$0.00	
3500 Mbps	\$11,204.93		\$0.00	
4000 Mbps	\$12,634.94		\$0.00	
4500 Mbps	\$14,064.96		\$0.00	
5000 Mbps	\$15,494.98		\$0.00	
5500 Mbps	\$16,924.99		\$0.00	
6000 Mbps	\$18,355.01		\$0.00	
6500 Mbps	\$19,785.02		\$0.00	
7000 Mbps	\$21,215.04		\$0.00	
7500 Mbps	\$22,645.06		\$0.00	
8000 Mbps	\$24,071.94		\$0.00	
8500 Mbps	\$25,501.95		\$0.00	
9000 Mbps	\$26,932.19		\$0.00	
9500 Mbps	\$28,361.98		\$0.00	
10000 Mbps	\$29,792.00		\$0.00	

On-Net Internet Transport Pricing

The Transport Pricing below applies to all Internet Services Packages. Transport is a separate charge that is applied in addition to the access charges provided in the sections above.

WAN Access	Bandwidth (Mbps)1	MRC Description	MRC	NRC Description	NRC
1xT1 - 8xT1	1.5 - 12 mb	Price per single On-Net T1	\$53.31		\$0.00
DS3	3 - 45 mb	Price per single On-Net DS3	\$203.84		\$0.00

OC3	35 - 155 mb	Price per single OC3	\$573.89		\$0.00
OC12	125 - 622 mb	OC12	\$1,100.74		\$0.00
10/100 Port	2 - 100 mb	Price per 10/100 Port	\$203.84		\$0.00
GigE Port	1000mb	Price per 1000 mb Port	\$439.04		\$0.00
10G Port	10Gb	Port	\$1,164.80		\$0.00

Off-Net Internet Services Transport Pricing*

The Transport Pricing below applies to all Internet Services Packages. Transport is a separate charge that is applied in addition to the access charges provided in the sections above.

Pricing for Off-Net T1 and DS3 pricing can be found on Tabs D-3-8 and D-3-9, and assumes that an existing co-located LSO exists. If an existing co-location does not exist and it results in a higher rate for that specific service at the location in question, the DIR can accept the

WAN Access	Bandwidth (Mbps) ¹	MRC Description	MRC	NRC Description	NRC
1xT1 - 8xT1	1.5 - 12 mb	Price per single On-Net T1	ICB		
DS3	3 - 45 mb	Price per single On-Net DS3	ICB		
OC3	35 - 155 mb	Price per single OC3	ICB		
10/100 Port	2 - 100 mb	Price per 10/100 Port	ICB		
GigE Port	1000mb	Price per 1000 mb Port	ICB		

Managed Security Services (MSS)

Managed Security Services are available in the following two formats: Premium and Business

MSS Premium Level Service

Internet Bandwidth	MRC		NRC
0 - 2.0 Mbps	\$105.34		\$0.00
2.1 - 5.0 Mbps	\$138.32		\$0.00
5.1 - 10 Mbps	\$234.08		\$0.00
11 - 25 Mbps	\$292.60		\$0.00
26 - 50 Mbps	\$319.20		\$0.00
51 - 100 Mbps	\$425.60		\$0.00
101 - 155 Mbps	\$532.00		\$0.00
156 - 250 Mbps	\$638.40		\$0.00

MSS Business Level Service

Internet Bandwidth	MRC		NRC
0 - 2.0 Mbps	\$79.80		\$0.00
2.1 - 5.0 Mbps	\$106.40		\$0.00
5.1 - 10 Mbps	\$175.56		\$0.00
11 - 25 Mbps	\$239.40		\$0.00
26 - 50 Mbps	\$266.00		\$0.00
51 - 100 Mbps	\$372.40		\$0.00
101 - 155 Mbps	\$425.60		\$0.00
156 - 250 Mbps	\$532.00		\$0.00

Internet Services Managed Router						
Transport Bandwidths	Supported Bandwidths (Mbps)	Vendor	Router Model	Ports	MRC	NRC
T1, 2xT1	1.5 - 3 mb	CISCO	1841 ISR	(2) 10/100 (Cat5e)	\$336.00	\$560.00
3xT1-8xT1	4.5 - 12mb	CISCO	2821 ISR	(2) 10/100 /1,000 (Cat5e)	\$336.00	\$560.00
DS3	3 - 45 mb	CISCO	3845 ISR	(2) 10/100 /1,000 (Cat5) ⁴	\$336.00	\$560.00
OC3	35 - 155 mb	CISCO	\$7,201.00	(2) 10/100 /1,000 (Cat5) ⁴	\$336.00	\$560.00
Ethernet (10 Mbps port)	2 - 10 mb	CISCO	1841 ISR	(2) 10/100 (Cat5e)	\$336.00	\$560.00
Ethernet (100 Mbps port)	15 - 50 mb	CISCO	2821 ISR	(2) 10/100 /1,000 (Cat5e)	\$336.00	\$560.00
Ethernet (100 Mbps port)	55 - 100 mb	CISCO	3845 ISR	(2) 10/100 /1,000 (Cat5)	\$336.00	\$560.00
Ethernet (1 Gbps port)	125 - 500 mb	CISCO	\$7,201.00	(2) 10/100 /1,000 (Cat5)	\$616.00	\$560.00
Ethernet (1 Gbps port)	550 Mbps - 1 Gbps	CISCO	ASR1002	(2) 10/100 /1,000 (SFP required)	\$952.00	\$1,120.00
T1 - 2xT1	1.5 - 3 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)	\$84.00	\$560.00
3xT1 - 8xT1	4.5 - 12 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5)	\$84.00	\$560.00
DS3	3 - 45 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)	\$112.00	\$560.00
Ethernet (10 Mbps port)	2 - 10 mb	ADTRAN	NetVanta 3430	(1) 10/100 (Cat5e)	\$112.00	\$560.00
Ethernet (100 Mbps port)	15 - 100 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5) ⁵	\$112.00	\$560.00

* SFP interface is not required with this configuration but is available for an additional monthly charge (ICB).

⁵ SFP is required with this configuration and the price is included in the cost above. SX-MM (Shorthaul), LX-SM (Longhaul) and T (Copper SFP) are available.

If a location is Off-Net, the postalized access service rate is replaced by DS1 and DS3 loops. For OC-3, OC-12, 10/100 and GigE, these access rates are ICB⁶.

Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.

Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB.

Direct Denial of Service (DDoS) Scrubbing			
DDoS Pricing is based on Port Bandwidth:			
Internet Bandwidth	MRC	Supported Bandwidth	NRC
DDoS Scrubbing 25 Mbps	\$246.40	4 - 25 Mbps	\$0.00
DDoS Scrubbing 50 Mbps	\$376.32	26 - 50 Mbps	\$0.00
DDoS Scrubbing 100 Mbps	\$627.20	51 - 100 Mbps	\$0.00
DDoS Scrubbing 250 Mbps	\$1,075.20	101 - 250 Mbps	\$0.00
DDoS Scrubbing 500 Mbps	\$1,971.20	251 - 500 Mbps	\$0.00
DDoS Scrubbing 1000 Mbps	\$2,956.80	501 - 1000 Mbps	\$0.00
DDoS Scrubbing 2000 Mbps	\$5,445.89	1001 - 2000 Mbps	\$0.00
DDoS Scrubbing 3000 Mbps	\$7,521.02	2001 - 3000 Mbps	\$0.00
DDoS Scrubbing 4000 Mbps	\$9,597.95	3001 - 4000 Mbps	\$0.00
DDoS Scrubbing 5000 Mbps	\$11,674.88	4001 - 5000 Mbps	\$0.00
DDoS Scrubbing 6000 Mbps	\$13,750.02	5001 - 6000 Mbps	\$0.00
DDoS Scrubbing 7000 Mbps	\$15,826.94	6001 - 7000 Mbps	\$0.00
DDoS Scrubbing 8000 Mbps	\$17,903.87	7001 - 8000 Mbps	\$0.00
DDoS Scrubbing 9000 Mbps	\$19,979.01	8001 - 9000 Mbps	\$0.00
DDoS Scrubbing 10000 Mbps	\$22,055.94	9001 - 10000 Mbps	\$0.00

DDoS Scrubbing bandwidth options between 1000 Mbps and 10000 Mbps require capacity check prior to order.

Burstable Internet Services			
Burstable Internet Services are available on the following Interfaces:			
DS-3, OC-3, OC-12, OC-48, 100mb, 1Gb, 10Gb			
Minimum Committed Information Rates (CIR):			
Interface	Minimum CIR		
DS-3	10 Mbps		
OC-3	35 Mbps		
OC-12	125 Mbps		
OC-48	1 Gbps		
100 Mbps	10 Mbps		
1 Gbps	100 Mbps		
10 Gbps	1 Gbps		
Standard Peak Information Rates (PIR):			
Interface	Minimum CIR		
DS-3	45 Mbps		
OC-3	155 Mbps		
OC-12	3xCIR		
OC-48	3xCIR		
100 Mbps	100 Mbps		
1 Gbps	3xCIR		
10 Gbps	3xCIR		
Burstable Internet Usage Pricing			
Burstable Internet Usage is priced at a dollar per mb basis on usage above the based on the MRC of the CIR divided by the CIR mb, e.g.:			
Burstable Internet CIR	Port MRC	Burstable Usage MRC	
10 Mbps	\$263.42	\$26.34	
200 Mbps	\$1,574.27	\$7.87	

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

METRO ETHERNET PRICING				
Access	Ethernet MRC ²	Mileage Cost If Applicable	Channel Termination	NRC
56 kbps	NSP	n/a	n/a	n/a
DS1 ¹	n/a	n/a	n/a	\$0.00
DS3 ¹	n/a	n/a	n/a	\$0.00
1.5m Port	n/a	n/a	n/a	\$0.00
3m Port	n/a	n/a	n/a	\$0.00
6m Port	\$282.24	n/a	n/a	\$0.00
9m Port	n/a	n/a	n/a	\$0.00
10m Port	\$282.24	n/a	n/a	\$0.00
20m Port	\$309.42	n/a	n/a	\$0.00
50m Port	\$390.96	n/a	n/a	\$0.00
100m Port	\$526.85	n/a	n/a	\$0.00
500m Port	\$780.52	n/a	n/a	\$0.00
1Gig Port	\$1,097.60	n/a	n/a	\$0.00
10Gig Port	ICB			ICB
OC3 ¹	n/a	n/a	n/a	\$0.00
OC3c ¹	n/a	n/a	n/a	\$0.00
OC12 ¹	n/a	n/a	n/a	\$0.00
OC12c ¹	n/a	n/a	n/a	\$0.00
OC48	ICB	n/a	n/a	\$0.00
OC192	ICB	n/a	n/a	n/a

¹Rates based on circuit equivalent bandwidths, DS1=1.5mb, DS3 = 45mb, OC3 = 155mb, etc.

²Ethernet Services are sold in even-numbered bandwidth levels, and 50mb increments above 100mb.

The bandwidth represented above is assumed to be the port size associated with each speed, i.e., the bandwidth of the circuit.

NSP - Not Separately Priced

Postalized Access Service Rates ⁴	MRC	Monthly Cost Mileage Band 1 (same CO)	Monthly Cost Mileage Band 2 (metro area)	Monthly Cost Mileage Band 3 (Other)	Quality of Service	MRC
56kbps	n/a	n/a	n/a	n/a	Low Priority	See NOTE ³
64kbps	n/a	n/a	n/a	n/a	Medium Priority	See NOTE ³
DS1	\$53.31	\$53.31	n/a	n/a	High Priority	See NOTE ³
DS3	\$203.84	\$203.84	n/a	n/a		
OC3	\$573.89	\$573.89	n/a	n/a		
OC12	\$1,100.74	\$1,100.74	n/a	n/a		
10/100	\$179.20	\$179.20	n/a	n/a		
GigE	\$439.04	\$439.04	n/a	n/a		
10G	ICB	ICB				

⁴The bandwidth represented above is assumed to be the on-net transport speeds associated with each circuit.

³tw telecom's Quality of Service levels -referred to as "CoS" or Class of Service - are RT (Realtime), IT (interactive), and MC/P/BE (Mission Critical/Priority/Best Effort).

Customers received all 5 service classes for bandwidths up to 12 Mbps for a flat rate: 1.5 - 2Mbps = \$55 • 3- 8 Mbps = \$82.50 • 9-12 Mbps = \$132

Above 12 Mbps, tw telecom allows granularity by service class; pricing is dependent on the amount of bandwidth devoted to each class.

Native LAN (NLAN Metro Ethernet)

Native LAN Services are typically comprised of two service elements - Port (T1, 10/100, OCn) and Bandwidth.

There are two versions of NLAN, Elite and Switched (SNLAN). Elite features dedicated point-to-point or point-to-multipoint SONET protection, while SNLAN services utilize a switched Ethernet network. See proposal for details.

Each version of NLAN - Elite and SNLAN - require a Port and Bandwidth component at each location on a network.

On-Net Port Speed ¹	MRC	MRC Description	NRC	NRC Description
10/100	\$179.20	Optical Ethernet Port	\$0.00	
1000	\$439.04	Optical Ethernet Port	\$0.00	
¹ Off-net Metro Ethernet Services are also available, but require special equipment to provide Ethernet termination; Off-Net port pricing is ICB.				
Elite NLAN Bandwidth	MRC	MRC Description	NRC	NRC Description
10 Mbps	\$376.32		\$0.00	
100 Mbps	\$903.17		\$0.00	
600 Mbps	\$1,756.16		\$0.00	
1000 Mbps	\$2,195.20		\$0.00	
SNLAN Bandwidth	MRC	MRC Description	NRC	NRC Description
2 Mbps	\$282.24		\$0.00	
4 Mbps	\$282.24		\$0.00	
6 Mbps	\$282.24		\$0.00	
8 Mbps	\$282.24		\$0.00	
10 Mbps	\$282.24		\$0.00	
15 Mbps	\$295.83		\$0.00	
20 Mbps	\$309.42		\$0.00	

25 Mbps	\$323.01		\$0.00	
30 Mbps	\$336.60		\$0.00	
35 Mbps	\$350.19		\$0.00	
40 Mbps	\$363.78		\$0.00	
45 Mbps	\$377.37		\$0.00	
50 Mbps	\$390.95		\$0.00	
55 Mbps	\$404.54		\$0.00	
60 Mbps	\$418.13		\$0.00	
65 Mbps	\$431.72		\$0.00	
70 Mbps	\$445.31		\$0.00	
75 Mbps	\$458.90		\$0.00	
80 Mbps	\$472.49		\$0.00	
85 Mbps	\$486.08		\$0.00	
90 Mbps	\$499.67		\$0.00	
95 Mbps	\$513.26		\$0.00	
100 Mbps	\$526.85		\$0.00	
150 Mbps	\$558.56		\$0.00	
200 Mbps	\$590.26		\$0.00	
250 Mbps	\$621.97		\$0.00	
300 Mbps	\$653.68		\$0.00	
350 Mbps	\$685.39		\$0.00	
400 Mbps	\$717.10		\$0.00	
450 Mbps	\$748.81		\$0.00	
500 Mbps	\$780.52		\$0.00	
550 Mbps	\$812.22		\$0.00	
600 Mbps	\$843.93		\$0.00	
650 Mbps	\$875.64		\$0.00	
700 Mbps	\$907.35		\$0.00	
750 Mbps	\$939.06		\$0.00	
800 Mbps	\$970.77		\$0.00	
850 Mbps	\$1,002.47		\$0.00	
900 Mbps	\$1,034.18		\$0.00	
950 Mbps	\$1,065.89		\$0.00	
1000 Mbps	\$1,097.60		\$0.00	
1000 Mbps+	ICB		ICB	

Extended Native NLAN (ENLAN)

The Extended NLAN ("ENLAN") Service is an interstate/intrastate Ethernet Service that provides a managed end-to-end solution.

Native LAN Services are typically comprised of three service elements - SNLAN Port (T1, 10/100, OCn), SNLAN Bandwidth (pricing above), and ENLAN bandwidth (rates below).

CoS Rates - Cost per Access Bandwidth

ENLAN Bandwidth	MRC	NRC	RT CoS MRC8	IA CoS MRC	
2 Mbps	\$156.80	\$0.00	ICB	ICB	ICB
4 Mbps	\$180.32	\$0.00	ICB	ICB	ICB
6 Mbps	\$203.84	\$0.00	ICB	ICB	ICB
8 Mbps	\$227.36	\$0.00	ICB	ICB	ICB
10 Mbps	\$250.88	\$0.00	ICB	ICB	ICB
15 Mbps	\$268.30	\$0.00	ICB	ICB	ICB
20 Mbps	\$285.72	\$0.00	ICB	ICB	ICB
25 Mbps	\$303.15	\$0.00	ICB	ICB	ICB
30 Mbps	\$320.57	\$0.00	ICB	ICB	ICB
35 Mbps	\$337.99	\$0.00	ICB	ICB	ICB
40 Mbps	\$355.41	\$0.00	ICB	ICB	ICB
45 Mbps	\$372.84	\$0.00	ICB	ICB	ICB
50 Mbps	\$390.26	\$0.00	ICB	ICB	ICB
55 Mbps	\$407.68	\$0.00	ICB	ICB	ICB
60 Mbps	\$425.10	\$0.00	ICB	ICB	ICB
65 Mbps	\$442.52	\$0.00	ICB	ICB	ICB
70 Mbps	\$459.95	\$0.00	ICB	ICB	ICB
75 Mbps	\$477.37	\$0.00	ICB	ICB	ICB
80 Mbps	\$494.79	\$0.00	ICB	ICB	ICB
85 Mbps	\$512.21	\$0.00	ICB	ICB	ICB
90 Mbps	\$529.64	\$0.00	ICB	ICB	ICB
95 Mbps	\$547.06	\$0.00	ICB	ICB	ICB
100 Mbps	\$564.48	\$0.00	ICB	ICB	ICB
125 Mbps	\$658.56	\$0.00	ICB	ICB	ICB
150 Mbps	\$752.64	\$0.00	ICB	ICB	ICB
175 Mbps	\$846.72	\$0.00	ICB	ICB	ICB
200 Mbps	\$940.80	\$0.00	ICB	ICB	ICB
225 Mbps	\$1,034.88	\$0.00	ICB	ICB	ICB
250 Mbps	\$1,128.96	\$0.00	ICB	ICB	ICB
275 Mbps	\$1,191.68	\$0.00	ICB	ICB	ICB
300 Mbps	\$1,254.40	\$0.00	ICB	ICB	ICB

325 Mbps	\$1,317.12	\$0.00	ICB	ICB	ICB
350 Mbps	\$1,379.84	\$0.00	ICB	ICB	ICB
375 Mbps	\$1,442.56	\$0.00	ICB	ICB	ICB
400 Mbps	\$1,505.28	\$0.00	ICB	ICB	ICB
425 Mbps	\$1,568.00	\$0.00	ICB	ICB	ICB
450 Mbps	\$1,630.72	\$0.00	ICB	ICB	ICB
475 Mbps	\$1,693.44	\$0.00	ICB	ICB	ICB
500 Mbps	\$1,756.16	\$0.00	ICB	ICB	ICB
525 Mbps	\$1,818.88	\$0.00	ICB	ICB	ICB
550 Mbps	\$1,881.60	\$0.00	ICB	ICB	ICB
575 Mbps	\$1,944.32	\$0.00	ICB	ICB	ICB
600 Mbps	\$2,007.04	\$0.00	ICB	ICB	ICB
625 Mbps	\$2,069.76	\$0.00	ICB	ICB	ICB
650 Mbps	\$2,132.48	\$0.00	ICB	ICB	ICB
675 Mbps	\$2,195.20	\$0.00	ICB	ICB	ICB
700 Mbps	\$2,257.92	\$0.00	ICB	ICB	ICB
725 Mbps	\$2,320.64	\$0.00	ICB	ICB	ICB
750 Mbps	\$2,383.36	\$0.00	ICB	ICB	ICB
775 Mbps	\$2,427.26	\$0.00	ICB	ICB	ICB
800 Mbps	\$2,471.17	\$0.00	ICB	ICB	ICB
825 Mbps	\$2,515.07	\$0.00	ICB	ICB	ICB
850 Mbps	\$2,558.98	\$0.00	ICB	ICB	ICB
875 Mbps	\$2,602.88	\$0.00	ICB	ICB	ICB
900 Mbps	\$2,646.78	\$0.00	ICB	ICB	ICB
925 Mbps	\$2,690.69	\$0.00	ICB	ICB	ICB
950 Mbps	\$2,734.59	\$0.00	ICB	ICB	ICB
975 Mbps	\$2,778.50	\$0.00	ICB	ICB	ICB
1000 Mbps	\$2,822.40	\$0.00	ICB	ICB	ICB

Ethernet Line (E-LINE) Services

E-Line is a platform-agnostic, point to point service that can traverse between any two User Network Interface's (UNIs), between any two ELINE-enabled markets. The product is comprised of at least two UNIs-often compared to a port and at least one Ethernet Virtual Connection (EVC) - the logical svc that connects any two UNIs together.

E-LINE UNI	MRC	MRC Description	NRC	NRC Description
100M Shared	\$203.84		\$0.00	
1G Shared	\$439.04		\$0.00	
100M Dedicated	\$501.76		\$0.00	
1G Dedicated	\$752.64		\$0.00	
10G Shared	ICB		ICB	
10G Dedicated	ICB		ICB	
Cross Connect in Equinix Data Centers	\$392.00		\$392.00	
E-Line Shared EVC - Market to Market	MRC	MRC Description	NRC	NRC Description
2 Mbps	\$451.58		\$0.00	
4 Mbps	\$542.53		\$0.00	
6 Mbps	\$633.47		\$0.00	
8 Mbps	\$724.42		\$0.00	
10 Mbps	\$815.36		\$0.00	
15 Mbps	\$839.82		\$0.00	
20 Mbps	\$864.28		\$0.00	
25 Mbps	\$888.74		\$0.00	
30 Mbps	\$913.20		\$0.00	
35 Mbps	\$937.66		\$0.00	
40 Mbps	\$962.12		\$0.00	
45 Mbps	\$986.59		\$0.00	
50 Mbps	\$1,011.05		\$0.00	
55 Mbps	\$1,035.51		\$0.00	
60 Mbps	\$1,059.97		\$0.00	
65 Mbps	\$1,084.43		\$0.00	
70 Mbps	\$1,108.89		\$0.00	
75 Mbps	\$1,133.35		\$0.00	
80 Mbps	\$1,157.81		\$0.00	
85 Mbps	\$1,182.27		\$0.00	
90 Mbps	\$1,206.73		\$0.00	
95 Mbps	\$1,231.19		\$0.00	
100 Mbps	\$1,254.40		\$0.00	
150 Mbps	\$1,359.14		\$0.00	
200 Mbps	\$1,463.88		\$0.00	
250 Mbps	\$1,568.63		\$0.00	
300 Mbps	\$1,673.37		\$0.00	
350 Mbps	\$1,778.11		\$0.00	

400 Mbps	\$1,882.85		\$0.00	
450 Mbps	\$1,987.60		\$0.00	
500 Mbps	\$2,092.34		\$0.00	
550 Mbps	\$2,197.08		\$0.00	
600 Mbps	\$2,301.82		\$0.00	
650 Mbps	\$2,406.57		\$0.00	
700 Mbps	\$2,511.31		\$0.00	
750 Mbps	\$2,616.05		\$0.00	
800 Mbps	\$2,720.79		\$0.00	
850 Mbps	\$2,825.54		\$0.00	
900 Mbps	\$2,930.28		\$0.00	
950 Mbps	\$3,035.02		\$0.00	
1000 Mbps	\$3,136.00		\$0.00	
1000 Mbps+	ICB		ICB	
E-Line Dedicated EVC - Intercity	MRC	MRC Description	NRC	NRC Description
100 Mbps	\$2,195.20		\$0.00	
150 Mbps	\$2,387.12		\$0.00	
200 Mbps	\$2,579.05		\$0.00	
250 Mbps	\$2,770.97		\$0.00	
300 Mbps	\$2,962.89		\$0.00	
350 Mbps	\$3,154.82		\$0.00	
400 Mbps	\$3,346.74		\$0.00	
450 Mbps	\$3,538.66		\$0.00	
500 Mbps	\$3,730.59		\$0.00	
550 Mbps	\$3,922.51		\$0.00	
600 Mbps	\$4,114.43		\$0.00	
650 Mbps	\$4,306.36		\$0.00	
700 Mbps	\$4,498.28		\$0.00	
750 Mbps	\$4,690.20		\$0.00	
800 Mbps	\$4,882.12		\$0.00	
850 Mbps	\$5,074.05		\$0.00	
900 Mbps	\$5,265.97		\$0.00	
950 Mbps	\$5,457.89		\$0.00	
1000 Mbps	\$5,644.80		\$0.00	
1000 Mbps+	ICB		ICB	
Metro Ethernet Line (E-LINE) Services				
100M Shared	\$203.84		\$0.00	
1G Shared	\$313.60		\$0.00	
100M Dedicated	\$203.84		\$0.00	
1G Dedicated	\$291.20		\$0.00	
10G Shared	ICB		ICB	
10G Dedicated	ICB		ICB	
E-Line Shared EVC - Intracity	MRC	MRC Description	NRC	NRC Description
2 Mbps	\$47.04		\$0.00	
4 Mbps	\$74.64		\$0.00	
6 Mbps	\$102.23		\$0.00	
8 Mbps	\$129.83		\$0.00	
10 Mbps	\$156.80		\$0.00	
15 Mbps	\$183.14		\$0.00	
20 Mbps	\$209.48		\$0.00	
25 Mbps	\$235.83		\$0.00	
30 Mbps	\$262.17		\$0.00	
35 Mbps	\$288.51		\$0.00	
40 Mbps	\$314.85		\$0.00	
45 Mbps	\$341.20		\$0.00	
50 Mbps	\$367.54		\$0.00	
55 Mbps	\$393.88		\$0.00	
60 Mbps	\$420.22		\$0.00	
65 Mbps	\$446.57		\$0.00	
70 Mbps	\$472.91		\$0.00	
75 Mbps	\$499.25		\$0.00	
80 Mbps	\$525.59		\$0.00	
85 Mbps	\$551.94		\$0.00	
90 Mbps	\$578.28		\$0.00	
95 Mbps	\$604.62		\$0.00	
100 Mbps	\$627.20		\$0.00	
150 Mbps	\$697.45		\$0.00	
200 Mbps	\$767.69		\$0.00	
250 Mbps	\$837.94		\$0.00	
300 Mbps	\$908.19		\$0.00	
350 Mbps	\$978.43		\$0.00	
400 Mbps	\$1,048.68		\$0.00	

450 Mbps	\$1,118.92		\$0.00	
500 Mbps	\$1,189.17		\$0.00	
550 Mbps	\$1,259.42		\$0.00	
600 Mbps	\$1,329.66		\$0.00	
650 Mbps	\$1,399.91		\$0.00	
700 Mbps	\$1,470.16		\$0.00	
750 Mbps	\$1,540.40		\$0.00	
800 Mbps	\$1,610.65		\$0.00	
850 Mbps	\$1,680.90		\$0.00	
900 Mbps	\$1,751.14		\$0.00	
950 Mbps	\$1,821.39		\$0.00	
1000 Mbps	\$1,881.60		\$0.00	
1000 Mbps+	ICB		ICB	
E-Line Dedicated EVC -				
Intracity	MRC	MRC Description	NRC	NRC Description
100 Mbps	\$1,254.40		\$0.00	
150 Mbps	\$1,359.14		\$0.00	
200 Mbps	\$1,463.88		\$0.00	
250 Mbps	\$1,568.63		\$0.00	
300 Mbps	\$1,673.37		\$0.00	
350 Mbps	\$1,778.11		\$0.00	
400 Mbps	\$1,882.85		\$0.00	
450 Mbps	\$1,987.60		\$0.00	
500 Mbps	\$2,092.34		\$0.00	
550 Mbps	\$2,197.08		\$0.00	
600 Mbps	\$2,301.82		\$0.00	
650 Mbps	\$2,406.57		\$0.00	
700 Mbps	\$2,511.31		\$0.00	
750 Mbps	\$2,616.05		\$0.00	
800 Mbps	\$2,720.79		\$0.00	
850 Mbps	\$2,825.54		\$0.00	
900 Mbps	\$2,930.28		\$0.00	
950 Mbps	\$3,035.02		\$0.00	
1000 Mbps	\$3,136.00		\$0.00	
1000 Mbps+	ICB		ICB	
Storage Transport Services				
Storage Transport Services has two speeds:100 Mbps (Fast Ethernet - ESCON) or 1000 Mbps (GigE - FICON).				
ESCON (200 MB)	MRC	MRC Description	NRC	NRC Description
1 Channel	\$5,465.60		\$0.00	
2 Channels	\$4,659.20		\$0.00	
3 Channels	\$3,494.40		\$0.00	
4 Channels	\$3,494.40		\$0.00	
6 Channels	\$3,494.40		\$0.00	
7 Channels	\$3,494.40		\$0.00	
5 Channels	\$3,494.40		\$0.00	
9 Channels	\$3,494.40		\$0.00	
10 Channels	\$3,494.40		\$0.00	
1G Fiber Channel / FICON	MRC	MRC Description	NRC	NRC Description
1 Channel	\$5,465.60		\$0.00	
2 Channels	\$4,659.20		\$0.00	
3 Channels	\$3,494.40		\$0.00	
4 Channels	\$3,494.40		\$0.00	
5 Channels	\$3,494.40		\$0.00	
6 Channels	\$3,494.40		\$0.00	
7 Channels	\$3,494.40		\$0.00	
8 Channels	\$3,494.40		\$0.00	
9 Channels	\$3,494.40		\$0.00	
10 Channels	\$3,494.40		\$0.00	

If a location is Off-Net, the postalized access service rate is replaced by DS1 and DS3 loops. For OC-3, OC-12, 10/100 and GigE, these access rates are ICB ⁶ .				
Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.				
Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB.				

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

DATA SERVICES (MPLS) PRICING

Access	MPLS MRC	Mileage Cost If Applicable	Channel Termination	NRC
56 kbps	n/a	n/a	n/a	n/a
DS1 ¹	\$137.98	n/a	n/a	\$0.00
DS3 ¹	\$649.15	n/a	n/a	\$0.00
1.5m Port	\$137.98	n/a	n/a	\$0.00
3m Port	\$163.07	n/a	n/a	\$0.00
6m Port	\$244.61	n/a	n/a	\$0.00
9m Port	\$323.01	n/a	n/a	\$0.00
10m Port	\$351.23	n/a	n/a	\$0.00
20m Port	\$435.90	n/a	n/a	\$0.00
50m Port	\$689.92	n/a	n/a	\$0.00
100m Port	\$862.40	n/a	n/a	\$0.00
500m Port	\$2,540.16	n/a	n/a	\$0.00
1Gig Port	\$3,528.00	n/a	n/a	\$0.00
10Gig Port	ICB			ICB
OC3 ¹	\$1,115.52	n/a	n/a	\$0.00
OC3c ¹	\$1,115.52	n/a	n/a	\$0.00
OC12 ¹	\$2,781.63	n/a	n/a	\$0.00
OC12c ¹	\$2,781.63	n/a	n/a	\$0.00
OC48	ICB	n/a	n/a	\$0.00
OC192	n/a	n/a	n/a	n/a
Assured Connect 1.5 Mbps	\$168.00	n/a	n/a	\$0.00
Assured Connect 3.0 Mbps	\$224.00	n/a	n/a	\$0.00

¹Rates based on circuit equivalent bandwidths, DS1=1.5mb, DS3 = 45mb, OC3 = 155mb, etc.

²Ethernet Services are sold in even-numbered bandwidth levels, and 50mb increments above 100mb.

The bandwidth represented above is assumed to be the port size associated with each speed, i.e., the bandwidth of the circuit.

Postalized Access Service Rates ⁴	MRC	Monthly Cost Mileage Band 1 (same CO)	Monthly Cost Mileage Band 2 (metro area)	Monthly Cost Mileage Band 3 (Other)	Quality of Service	MRC
56kbps	n/a	n/a	n/a	n/a	Low Priority	See NOTE ³
64kbps	n/a	n/a	n/a	n/a	Medium Priority	See NOTE ³
DS1	\$53.31	\$53.31	n/a	n/a	High Priority	See NOTE ³
DS3	\$203.84	\$203.84	n/a	n/a		
OC3	\$573.89	\$573.89	n/a	n/a		
OC12	\$1,100.74	\$1,100.74	n/a	n/a		
10/100	\$179.20	\$179.20	n/a	n/a		
GigE	\$439.04	\$439.04	n/a	n/a		
10G	ICB	ICB				

⁴The bandwidth represented above is assumed to be the on-net transport speeds associated with each circuit.

³tw telecom's Quality of Service levels -referred to as "CoS" or Class of Service - are RT (Realtime), IT (interactive), and MC/P/BE (Mission Critical/Priority/Best Effort).

Customers received all 5 service classes for bandwidths up to 12 Mbps for a flat rate: 1.5 - 2Mbps = \$55 • 3- 8 Mbps = \$82.50 • 9-12 Mbps = \$132

Above 12 Mbps, tw telecom allows granularity by service class; pricing is dependent on the amount of bandwidth devoted to each class.

MPLS Services						
Below are prices for tw telecom's Multi-Protocol Label Switching (MPLS) service, under the product name IP VPN.						
MPLS Services are typically comprised of two service elements -- Access (bandwidth) and Transport (port, i.e. T1, DS3, OCn), but can be augmented with CoS and Managed Routers.						
Premium Service - CoS Rates - Cost per VPN Access Bandwidth ¹						
MPLS (IP VPN) Access Pricing	MRC	NRC	Flat Rate CoS MRC	RT CoS MRC ⁸	IA CoS MRC	MC/P/BE CoS MRC
1.5 Mbps	\$137.98	\$0.00	\$39.20	N/A	N/A	N/A
2 Mbps	\$137.98	\$0.00	\$39.20	N/A	N/A	N/A
3 Mbps	\$163.07	\$0.00	\$58.80	N/A	N/A	N/A
4 Mbps	\$191.30	\$0.00	\$58.80	N/A	N/A	N/A
4.5 Mbps	\$203.84	\$0.00	\$58.80	N/A	N/A	N/A
6 Mbps	\$244.61	\$0.00	\$58.80	N/A	N/A	N/A
7.5 Mbps	\$285.38	\$0.00	\$58.80	N/A	N/A	N/A
8 Mbps	\$297.92	\$0.00	\$58.80	N/A	N/A	N/A
9 Mbps	\$323.01	\$0.00	\$94.08	N/A	N/A	N/A
10 Mbps	\$351.23	\$0.00	\$94.08	N/A	N/A	N/A
10.5 Mbps	\$354.37	\$0.00	\$94.08	N/A	N/A	N/A
12 Mbps	\$366.91	\$0.00	\$94.08	N/A	N/A	N/A
15 Mbps	\$395.14	\$0.00	N/A	ICB	ICB	\$0.00
18 Mbps	\$420.22	\$0.00	N/A	ICB	ICB	\$0.00
20 Mbps	\$435.90	\$0.00	N/A	ICB	ICB	\$0.00
21 Mbps	\$445.31	\$0.00	N/A	ICB	ICB	\$0.00
24 Mbps	\$470.40	\$0.00	N/A	ICB	ICB	\$0.00

25 Mbps	\$479.81	\$0.00	N/A	ICB	ICB	\$0.00
27 Mbps	\$495.49	\$0.00	N/A	ICB	ICB	\$0.00
30 Mbps	\$520.58	\$0.00	N/A	ICB	ICB	\$0.00
33 Mbps	\$545.66	\$0.00	N/A	ICB	ICB	\$0.00
35 Mbps	\$564.48	\$0.00	N/A	ICB	ICB	\$0.00
36 Mbps	\$570.75	\$0.00	N/A	ICB	ICB	\$0.00
39 Mbps	\$595.84	\$0.00	N/A	ICB	ICB	\$0.00
40 Mbps	\$605.25	\$0.00	N/A	ICB	ICB	\$0.00
42 Mbps	\$620.93	\$0.00	N/A	ICB	ICB	\$0.00
45 Mbps	\$649.15	\$0.00	N/A	ICB	ICB	\$0.00
50 Mbps	\$689.92	\$0.00	N/A	ICB	ICB	\$0.00
55 Mbps	\$708.74	\$0.00	N/A	ICB	ICB	\$0.00
60 Mbps	\$724.42	\$0.00	N/A	ICB	ICB	\$0.00
65 Mbps	\$743.23	\$0.00	N/A	ICB	ICB	\$0.00
70 Mbps	\$758.91	\$0.00	N/A	ICB	ICB	\$0.00
75 Mbps	\$777.73	\$0.00	N/A	ICB	ICB	\$0.00
80 Mbps	\$793.41	\$0.00	N/A	ICB	ICB	\$0.00
85 Mbps	\$812.22	\$0.00	N/A	ICB	ICB	\$0.00
90 Mbps	\$827.90	\$0.00	N/A	ICB	ICB	\$0.00
95 Mbps	\$846.72	\$0.00	N/A	ICB	ICB	\$0.00
100 Mbps	\$862.40	\$0.00	N/A	ICB	ICB	\$0.00
125 Mbps	\$978.43	\$0.00	N/A	ICB	ICB	\$0.00
150 Mbps	\$1,091.33	\$0.00	N/A	ICB	ICB	\$0.00
155 Mbps	\$1,116.42	\$0.00	N/A	ICB	ICB	\$0.00
175 Mbps	\$1,207.36	\$0.00	N/A	ICB	ICB	\$0.00
200 Mbps	\$1,323.39	\$0.00	N/A	ICB	ICB	\$0.00
225 Mbps	\$1,436.29	\$0.00	N/A	ICB	ICB	\$0.00
250 Mbps	\$1,552.32	\$0.00	N/A	ICB	ICB	\$0.00
300 Mbps	\$1,749.89	\$0.00	N/A	ICB	ICB	\$0.00
350 Mbps	\$1,947.46	\$0.00	N/A	ICB	ICB	\$0.00
400 Mbps	\$2,145.02	\$0.00	N/A	ICB	ICB	\$0.00
450 Mbps	\$2,342.59	\$0.00	N/A	ICB	ICB	\$0.00
500 Mbps	\$2,540.16	\$0.00	N/A	ICB	ICB	\$0.00
550 Mbps	\$2,640.51	\$0.00	N/A	ICB	ICB	\$0.00
600 Mbps	\$2,737.73	\$0.00	N/A	ICB	ICB	\$0.00
622 Mbps	\$2,781.63	\$0.00	N/A	ICB	ICB	\$0.00
650 Mbps	\$2,838.08	\$0.00	N/A	ICB	ICB	\$0.00
700 Mbps	\$2,935.30	\$0.00	N/A	ICB	ICB	\$0.00
750 Mbps	\$3,035.65	\$0.00	N/A	ICB	ICB	\$0.00
800 Mbps	\$3,132.86	\$0.00	N/A	ICB	ICB	\$0.00
850 Mbps	\$3,233.22	\$0.00	N/A	ICB	ICB	\$0.00
900 Mbps	\$3,330.43	\$0.00	N/A	ICB	ICB	\$0.00
950 Mbps	\$3,430.78	\$0.00	N/A	ICB	ICB	\$0.00
1000 Mbps	\$3,528.00	\$0.00	N/A	ICB	ICB	\$0.00

¹CoS on Bandwidths up to and including 12 Mbps will receive all 5 service classes (RT/IA/MC/P/BE) for a flat rate. Above 12 Mbps,

2-12M w/COS – RT/IA equals WAN line rate; 15M WAN bandwidth or greater - for PREMIUM without voice –a customer can order in increments of 2, 4, 6, 8, 10, 15, 20, 25 or greater for RT/IA – Example (15M aggregate with 2M RT, 4M IA).

On-Net MPLS (IPVPN) Transport Pricing

The Transport Pricing below applies to all MPLS Services Packages. Transport is a separate charge that is applied in addition to the MPLS access charges provided in the sections above.

WAN Access	Bandwidth (Mbps) ¹	MRC Description	MRC	NRC Description	NRC
1xT1 - 8xT1	1.5 - 12 mb	Price per single On-Net T1	\$53.31		\$0.00
DS3	3 - 45 mb	Price per single On-Net DS3	\$203.84		\$0.00
OC3	35 - 155 mb	Price per single OC3	\$573.89		\$0.00
10/100 Port	2 - 100 mb	Price per 10/100 Port	\$203.84		\$0.00
GigE Port	1000mb	Price per 1000 mb Port	\$439.04		\$0.00

Off-Net MPLS (IPVPN) Transport Pricing^o

The Transport Pricing below applies to all MPLS Services Packages. Transport is a separate charge that is applied in addition to the MPLS access charges provided in the sections above.

Pricing for Off-Net T1 and DS3 pricing can be found on Tabs D-3-8 and D-3-9, and assumes that an existing co-located LSO exists.

If an existing co-location does not exist and it results in a higher rate for that specific service at the location in question, the DIR can accept the higher rate or withdraw the request.

WAN Access	Bandwidth (Mbps) ¹	MRC Description	MRC	NRC Description	NRC
1xT1 - 8xT1	1.5 - 12 mb	Price per single On-Net T1	ICB		
DS3	3 - 45 mb	Price per single On-Net DS3	ICB		
OC3	35 - 155 mb	Price per single OC3	ICB		
10/100 Port	2 - 100 mb	Price per 10/100 Port	ICB		
GigE Port	1000mb	Price per 1000 mb Port	ICB		

MPLS (IP VPN) Services Managed Router

Transport Bandwidths	Supported Bandwidths (Mbps)	Vendor	Router Model	Ports	MRC	NRC
T1, 2xT1	1.5 - 3 mb	CISCO	1841 ISR	(2) 10/100 (Cat5e)	\$336.00	\$560.00
3xT1-8xT1	4.5 - 12mb	CISCO	2821 ISR	(2) 10/100 /1,000 (Cat5e)	\$336.00	\$560.00
DS3	3 - 45 mb	CISCO	3845 ISR	(2) 10/100 /1,000 (Cat5) ⁴	\$336.00	\$560.00
OC3	35 - 155 mb	CISCO	7201	(2) 10/100 /1,000 (Cat5) ⁴	\$336.00	\$560.00
Ethernet (10 Mbps port)	2 - 10 mb	CISCO	1841 ISR	(2) 10/100 (Cat5e)	\$336.00	\$560.00
Ethernet (100 Mbps port)	15 - 50 mb	CISCO	2821 ISR	(2) 10/100 /1,000 (Cat5e)	\$336.00	\$560.00
Ethernet (100 Mbps port)	55 - 100 mb	CISCO	3845 ISR	(2) 10/100 /1,000 (Cat5)	\$336.00	\$560.00
Ethernet (1 Gbps port)	125 - 500 mb	CISCO	7201	(2) 10/100 /1,000 (Cat5)	\$616.00	\$560.00
Ethernet (1 Gbps port)	550 Mbps - 1 Gbps	CISCO	ASR1002	(2) 10/100 /1,000 (SFP required)	\$952.00	\$1,120.00
T1 - 2xT1	1.5 - 3 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)	\$84.00	\$560.00
3xT1 - 8xT1	4.5 - 12 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5)	\$84.00	\$560.00
DS3	3 - 45 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)	\$112.00	\$560.00
Ethernet (10 Mbps port)	2 - 10 mb	ADTRAN	NetVanta 3430	(1) 10/100 (Cat5e)	\$112.00	\$560.00
Ethernet (100 Mbps port)	15 - 100 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5) ⁵	\$112.00	\$560.00

⁴ SFP interface is not required with this configuration but is available for an additional monthly charge (ICB).

⁵ SFP is required with this configuration and the price is included in the cost above. SX-MM (Shorthaul), LX-SM (Longhaul) and T (Copper SFP) are available.

If a location is Off-Net, the postalized access service rate is replaced by DS1 and DS3 loops. For OC-3, OC-12, 10/100 and GigE, these access rates are ICB⁶.

Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local

Any Off-Net Service required to provision Services to a particular location not listed among those locations identified

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

PRIVATE LINE PRICING						
Access	MRC				Channel Term ²	NRC
	0-9.9 Miles ¹	10-19.9 Miles ¹	20-44.9 Miles ¹	45-70 Miles ¹		
DS0	NSP	NSP	NSP	NSP	NSP	n/a
DS1	\$0.00	\$39.20	\$79.52	\$118.72	\$59.36	\$0.00
DS3	\$0.00	\$95.20	\$189.28	\$284.48	\$385.28	\$0.00
OC3 (2xFiber)	\$0.00	\$237.44	\$473.76	\$711.20	\$894.32	\$0.00
OC3 (4xFiber)	\$0.00	\$237.44	\$473.76	\$711.20	\$1,149.12	\$0.00
OC12 (2xFiber)	\$0.00	\$395.36	\$789.60	\$1,184.96	\$2,527.84	\$0.00
OC12 (4xFiber)	\$0.00	\$395.36	\$789.60	\$1,184.96	\$3,128.16	\$0.00
OC48	ICB	ICB	ICB	ICB	ICB	ICB
OC192	ICB	ICB	ICB	ICB	ICB	ICB
1Gig	See Note ³	See Note ³	See Note ³	See Note ³	See Note ³	See Note ³
10Gig	See Note ³	See Note ³	See Note ³	See Note ³	See Note ³	See Note ³

¹Additional MRC is required for longer distance circuits. Note that the charge is not per mile, but rather is a charge for the entire mileage band of the on-net portion of the circuit.

²These rates are Metro/IntraLATA. A metro point-to-point circuit is equal to 2xChan Term, plus applicable mileage charges. Local loops, if required, are additional

PRICING WITH DIR COST RECOVERY FEE (CRF) (CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 4%

SOHO PRICING				
Access	Internet MRC	Mileage Cost If Applicable	Channel Termination	NRC
56 kbps	NSP	n/a	n/a	n/a
DS1 ¹	\$116.48	n/a	n/a	\$0.00
DS3 ¹	\$628.99	n/a	n/a	\$0.00
1.5m Port	\$116.48	n/a	n/a	\$0.00
3m Port	\$133.95	n/a	n/a	\$0.00
6m Port	\$180.54	n/a	n/a	\$0.00
9m Port	\$230.05	n/a	n/a	\$0.00
10m Port	\$244.61	n/a	n/a	\$0.00
20m Port	\$355.26	n/a	n/a	\$0.00
50m Port	\$684.32	n/a	n/a	\$0.00
100m Port	\$958.05	n/a	n/a	\$0.00
500m Port	\$3,013.92	n/a	n/a	\$0.00
1Gig Port	\$3,768.13	n/a	n/a	\$0.00
10Gig Port	ICB			ICB
OC3 ¹	\$1,234.69	n/a	n/a	\$0.00
OC3c ¹	\$1,234.69	n/a	n/a	\$0.00
OC12 ¹	\$3,197.38	n/a	n/a	\$0.00
OC12c ¹	\$3,197.38	n/a	n/a	\$0.00
OC48	ICB	n/a	n/a	\$0.00
OC192	ICB	n/a	n/a	n/a

¹Rates based on circuit equivalent bandwidths, DS1=1.5mb, DS3 = 45mb, OC3 = 155mb, etc.

The bandwidth represented above is assumed to be the port size associated with each speed, i.e., the bandwidth of the circuit.

NSP - Not Separately Priced

Postalized Access Service Rates ⁴	MRC	Monthly Cost Mileage Band 1 (same CO)	Monthly Cost Mileage Band 2 (metro area)	Monthly Cost Mileage Band 3 (Other)
56kbps	n/a	n/a	n/a	n/a
64kbps	n/a	n/a	n/a	n/a
DS1	\$49.50	\$49.50	n/a	n/a
DS3	\$189.28	\$189.28	n/a	n/a
OC3	\$532.90	\$532.90	n/a	n/a
OC12	\$1,022.11	\$1,022.11	n/a	n/a
10/100	\$166.40	\$166.40	n/a	n/a
GigE	\$407.68	\$407.68	n/a	n/a
10G	ICB	ICB		

⁴The bandwidth represented above is assumed to be the on-net transport speeds associated with each circuit.

³tw telecom's Quality of Service levels -referred to as "CoS" or Class of Service - are RT (Realtime), IT (interactive), and MC/P/B

Customers received all 5 service classes for bandwidths up to 12 Mbps for a flat rate: 1.5 - 2Mbps = \$55 • 3- 8 Mbps = \$82.50 •

Above 12 Mbps, tw telecom allows granularity by service class; pricing is dependent on the amount of bandwidth devoted to each

Internet Services

Internet Services are typically comprised of two service elements -- Internet Access (bandwidth) and Internet Transport

Access Rate	MRC	MRC Description	NRC	NRC Description
128K	NSP		NSP	
256k	NSP		NSP	
384k	NSP		NSP	
512k	NSP		NSP	
768k	NSP		NSP	
1024k	NSP		NSP	
1.5 Mbps	\$116.48		\$0.00	
2 Mbps	\$116.48		\$0.00	
3 Mbps	\$133.95		\$0.00	
4 Mbps	\$148.51		\$0.00	
4.5 Mbps	\$157.25		\$0.00	
6 Mbps	\$180.54		\$0.00	
7.5 Mbps	\$203.84		\$0.00	
8 Mbps	\$212.58		\$0.00	

9 Mbps	\$230.05		\$0.00	
10 Mbps	\$244.61		\$0.00	
10.5 Mbps	\$250.43		\$0.00	
12 Mbps	\$267.90		\$0.00	
15 Mbps	\$299.94		\$0.00	
20 Mbps	\$355.26		\$0.00	
25 Mbps	\$410.59		\$0.00	
30 Mbps	\$465.92		\$0.00	
35 Mbps	\$518.34		\$0.00	
40 Mbps	\$573.66		\$0.00	
45 Mbps	\$628.99		\$0.00	
50 Mbps	\$684.32		\$0.00	
55 Mbps	\$710.53		\$0.00	
60 Mbps	\$739.65		\$0.00	
65 Mbps	\$765.86		\$0.00	
70 Mbps	\$794.98		\$0.00	
75 Mbps	\$821.18		\$0.00	
80 Mbps	\$847.39		\$0.00	
85 Mbps	\$876.51		\$0.00	
90 Mbps	\$902.72		\$0.00	
95 Mbps	\$931.84		\$0.00	
100 Mbps	\$958.05		\$0.00	
125 Mbps	\$1,083.26		\$0.00	
150 Mbps	\$1,208.48		\$0.00	
155 Mbps	\$1,234.69		\$0.00	
175 Mbps	\$1,336.61		\$0.00	
200 Mbps	\$1,461.82		\$0.00	
225 Mbps	\$1,587.04		\$0.00	
250 Mbps	\$1,712.26		\$0.00	
300 Mbps	\$1,971.42		\$0.00	
350 Mbps	\$2,233.50		\$0.00	
400 Mbps	\$2,492.67		\$0.00	
450 Mbps	\$2,754.75		\$0.00	
500 Mbps	\$3,013.92		\$0.00	
550 Mbps	\$3,089.63		\$0.00	
600 Mbps	\$3,165.34		\$0.00	
622 Mbps	\$3,197.38		\$0.00	
650 Mbps	\$3,241.06		\$0.00	
700 Mbps	\$3,316.77		\$0.00	
750 Mbps	\$3,392.48		\$0.00	
800 Mbps	\$3,465.28		\$0.00	
850 Mbps	\$3,540.99		\$0.00	
900 Mbps	\$3,616.70		\$0.00	
950 Mbps	\$3,692.42		\$0.00	
1000 Mbps	\$3,768.13		\$0.00	
1500 Mbps	\$5,488.00		\$0.00	
2000 Mbps	\$6,918.02		\$0.00	
2500 Mbps	\$8,348.03		\$0.00	
3000 Mbps	\$9,778.05		\$0.00	
3500 Mbps	\$11,204.93		\$0.00	
4000 Mbps	\$12,634.94		\$0.00	
4500 Mbps	\$14,064.96		\$0.00	
5000 Mbps	\$15,494.98		\$0.00	
5500 Mbps	\$16,924.99		\$0.00	
6000 Mbps	\$18,355.01		\$0.00	
6500 Mbps	\$19,785.02		\$0.00	
7000 Mbps	\$21,215.04		\$0.00	
7500 Mbps	\$22,645.06		\$0.00	
8000 Mbps	\$24,071.94		\$0.00	

8500 Mbps	\$25,501.95		\$0.00	
9000 Mbps	\$26,932.19		\$0.00	
9500 Mbps	\$28,361.98		\$0.00	
10000 Mbps	\$29,792.00		\$0.00	

On-Net Internet Transport Pricing

The Transport Pricing below applies to all Internet Services Packages. Transport is a separate charge that is applied in addition to the service price.

WAN Access	Bandwidth (Mbps) ¹	MRC Description	MRC	NRC Description
1xT1 - 8xT1	1.5 - 12 mb	Price per single On-Net T1	\$49.50	
DS3	3 - 45 mb	Price per single On-Net DS3	\$189.28	
OC3	35 - 155 mb	Price per single OC3	\$532.90	
OC12	125 - 622 mb	OC12	\$1,022.11	
10/100 Port	2 - 100 mb	Price per 10/100 Port	\$189.28	
GigE Port	1000mb	Price per 1000 mb Port	\$407.68	
10G Port	10Gb	Port	ICB	

Off-Net Internet Services Transport Pricing^o

The Transport Pricing below applies to all Internet Services Packages. Transport is a separate charge that is applied in addition to the service price.

Pricing for Off-Net T1 and DS3 pricing can be found on Tabs D-3-8 and D-3-9, and assumes that an existing co-located LSP is used.

WAN Access	Bandwidth (Mbps) ¹	MRC Description	MRC	NRC Description
1xT1 - 8xT1	1.5 - 12 mb	Price per single On-Net T1	ICB	
DS3	3 - 45 mb	Price per single On-Net DS3	ICB	
OC3	35 - 155 mb	Price per single OC3	ICB	
10/100 Port	2 - 100 mb	Price per 10/100 Port	ICB	
GigE Port	1000mb	Price per 1000 mb Port	ICB	

Managed Security Services (MSS)

Managed Security Services are available in the following two formats: Premium and Business

MSS Premium Level Service

Internet Bandwidth	MRC		NRC
0 - 2.0 Mbps	\$97.81		\$0.00
2.1 - 5.0 Mbps	\$128.44		\$0.00
5.1 - 10 Mbps	\$217.36		\$0.00
11 - 25 Mbps	\$271.70		\$0.00
26 - 50 Mbps	\$296.40		\$0.00
51 - 100 Mbps	\$395.20		\$0.00
101 - 155 Mbps	\$494.00		\$0.00
156 - 250 Mbps	\$592.80		\$0.00

MSS Business Level Service

Internet Bandwidth	MRC		NRC
0 - 2.0 Mbps	\$74.10		\$0.00
2.1 - 5.0 Mbps	\$98.80		\$0.00
5.1 - 10 Mbps	\$163.02		\$0.00
11 - 25 Mbps	\$222.30		\$0.00
26 - 50 Mbps	\$247.00		\$0.00
51 - 100 Mbps	\$345.80		\$0.00
101 - 155 Mbps	\$395.20		\$0.00
156 - 250 Mbps	\$494.00		\$0.00

Internet Services Managed Router

Transport Bandwidths	Supported Bandwidths (Mbps)	Vendor	Router Model	Ports
T1, 2xT1	1.5 - 3 mb	CISCO	1841 ISR	(2) 10/100 (Cat5e)
3xT1-8xT1	4.5 - 12mb	CISCO	2821 ISR	(2) 10/100 /1,000 (Cat5e)
DS3	3 - 45 mb	CISCO	3845 ISR	(2) 10/100 /1,000 (Cat5) ⁴
OC3	35 - 155 mb	CISCO	\$7,201.00	(2) 10/100 /1,000 (Cat5) ⁴
Ethernet (10 Mbps port)	2 - 10 mb	CISCO	1841 ISR	(2) 10/100 (Cat5e)
Ethernet (100 Mbps port)	15 - 50 mb	CISCO	2821 ISR	(2) 10/100 /1,000 (Cat5e)
Ethernet (100 Mbps port)	55 - 100 mb	CISCO	3845 ISR	(2) 10/100 /1,000 (Cat5)

Ethernet (1 Gbps port)	125 - 500 mb	CISCO	\$7,201.00	(2) 10/100 /1,000 (Cat5)
Ethernet (1 Gbps port)	550 Mbps - 1 Gbps	CISCO	ASR1002	(2) 10/100 /1,000 (SFP required)
T1 - 2xT1	1.5 - 3 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)
3xT1 - 8xT1	4.5 - 12 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5)
DS3	3 - 45 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)
Ethernet (10 Mbps port)	2 - 10 mb	ADTRAN	NetVanta 3430	(1) 10/100 (Cat5e)
Ethernet (100 Mbps port)	15 - 100 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5) ⁵

⁴ SFP interface is not required with this configuration but is available for an additional monthly charge (ICB).

⁵ SFP is required with this configuration and the price is included in the cost above. SX-MM (Shorthaul), LX-SM (Longhaul) and T

If a location is Off-Net, the postalized access service rate is replaced by DS1 and DS3 loops. For OC-3, OC-12, 10/100 Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local Any Off-Net Service required to provision Services to a particular location not listed among those locations identified

Quality of Service	MRC
Low Priority	See NOTE ³
Medium Priority	See NOTE ³
High Priority	See NOTE ³

E (Mission Critical/Priority/Best
9-12 Mbps = \$132
n class.

\$572.00	\$520.00
\$884.00	\$1,040.00
\$78.00	\$520.00
\$78.00	\$520.00
\$104.00	\$520.00
\$104.00	\$520.00
\$104.00	\$520.00
(Copper SFP) are available.	

TELECOMMUNICATION FEES AND SURCHARGES

Local Voice Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	Exempt Customers
Federal Excise Tax	3.0000%	Applies to local voice services	26 USC §4257	State, its Agencies and all political subdivisions are exempt from all taxes imposed under 26 USC §§4253(i) and (j).
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
911 Business	varies	Per line or trunk (varies by city/county)	TX §771.071, Health & Safety Code	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health and Safety) and Chapter 772 (HHS)
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharges included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharges included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee-Switched Services	varies	Applies to voice services--Category 2 -Per line (varies by county/city)	HB 1777	
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3- Per line (varies by county/city)	HB 1777	

Operator Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Excise Tax	3.0000%	Applies to local voice services	26 USC §4257	State, its Agencies and all political subdivisions are exempt from all taxes imposed under 26 USC §§4253(i) and (j).
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	

Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
911 Business	varies	Per line or trunk (varies by city/county)	TX §771.071, Health & Safety Code	State and all its Agencies are exempt from all fees imposed under §771.074, Health & Safety Code).
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharges included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharges included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee-Switched Services	varies	Applies to voice services--Category 2 -Per line (varies by county/city)	HB 1777	
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3- Per line (varies by county/city)	HB 1777	

Voice Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Excise Tax	3.0000%	Applies to local voice services	26 USC §4257	State, its Agencies and all political subdivisions are exempt from all taxes imposed under 26 USC §§4253(i) and (j).
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.

911 Business	varies	Per line or trunk (varies by city/county)	TX §771.071, Health & Safety Code	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health and Safety) and Chapter 772 (HHS)
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee-Switched Services	varies	Applies to voice services--Category 2 -Per line (varies by county/city)	HB 1777	

LD Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	

Circuit Switched Digital Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	

Data Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.

Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3- Per line (varies by county/city)	HB 1777	

Internet Service Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3- Per line (varies by county/city)	HB 1777	

MPLS Service Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	

State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3- Per line (varies by county/city)	HB 1777	

Private Line Service Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3- Per line (varies by county/city)	HB 1777	



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Level 3 Communications, LLC State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: DIR-TEX-AN-NG-006 Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: Level 3 Communications, LLCRequisition #: DIR-TEX-AN-NG-006**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Level 3 Communications, LLCRequisition #: DIR-TEX-AN-NG-006**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Level 3 Communications, LLCRequisition #: DIR-TEX-AN-NG-006

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

Level 3 is not Minority Business Enterprise (MBE) certified, but makes best efforts to utilize MBE guidelines. However, because the services requested by this RFP are communications services that will largely be provided over Level 3's existing network, the opportunity to utilize MBE for this procurement will be extremely limited. Where subcontractors are necessary to deliver services, those services are generally available only from the applicable former regional Bell operating companies (RBOC) or other telecommunications companies which are large businesses in nearly all cases. Since they are arranged under longstanding corporate level interconnection agreements, Level 3 does not consider use of third party company facilities for local access to be subcontracts and does not anticipate any further opportunity to subcontract in support of this potential award of business.

As a prime contractor of telecommunications services to the Federal Government, Level 3 is required to comply with the Federal Acquisition Regulations known as FAR 19.704 and FAR clause 52.219-9. These regulations promote the use of Small and Diverse business enterprises and require Level 3 to show good faith efforts and report its progress. As a part of its compliance the company submits nationwide federal small & diverse business subcontracting plans annually. The Federal Acquisition Regulations and requirements of California GO 156 reinforce that every employee of Level 3 and particularly those employees involved in the evaluation, selection, or approval of suppliers are responsible for the implementation, ongoing effectiveness and success of the Supplier Diversity Initiative. In addition, our Procurement Policy states the company will seek out and purchase goods and services that meet its overall business needs, regardless of source.

Overall business needs include the appropriate balance of price, timeliness, quality, technical suitability, economic diversity, and other valid business considerations. Procurement activities will be conducted in a nondiscriminatory manner with fair treatment to all vendors who offer goods and services

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature on File

Dwight E. Steiner

V.P. Asst. Gen. Counsel

1/9/2017

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Rev. 10/16

Requisition #: DIR-TEX-AN-NG-006

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: _____ Description: _____

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/16

Enter your company's name here: Level 3 Communications, LLC

Requisition #: DIR-TEX-AN-NG-006

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, continue to SECTION B-4.)

☒ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev.10/16

Enter your company's name here: Level 3 Communications, LLC

Requisition #: DIR-TEX-AN-NG-006

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: Level 3 Communications, LLC

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: DIR-TEX-AN-NG-006

Bid Open Date: _____

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

GENERAL PRICING

our fiber facilities to the end user location.

All services will have pricing components of bandwidth/call paths and access pricing.

For any service using off net TDM access Level 3 reserves the right to no bid the service.

Rates are based on a 5-yr term, but are provided with no contract obligation beyond the first 12 months of service.

Prices assume that facilities exist. If facilities have to be created, the monthly price can either increase, the contract term can be extended up to 36 months, or a one-time special construction charge can be applied or any combination of the above. DIR or DIR Customer will have the option to accept the price or cancel the order. Customer will have the option to accept the price or cancel the order.

"Off-Net Service" means a Service where Level 3 must procure the "last mile" from the LEC or some other provider as Level 3 does not have fiber facilities to the end user location.

Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., $2 \times T1 = 3mb$, $4 \times T1 = 6mb$.

Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB. Rates listed are Not-To- Exceed prices.

Level 3 is offering the first month free on any new orders for any new services up to \$2500.00 monthly recurring charge for the first year of the Tex-AN NG contract. This offer applies to the on-net service only.

Portability Policy

DIR may on at least 30 days' prior written notice to Level 3, terminate its use of any Service (excluding Collocation Services) after the Service Commencement Date but prior to the end of the initial Service Term, without the payment of any applicable termination liability if:

- i. DIR contemporaneously places and Level 3 accepts an Order for a new, replacement On-Net Service of the same Service type with equal or greater capacity with a Service Term of not less than the greater of (a) the remaining Service Term of the Service being terminated, or (b) one (1) year;
- ii. DIR pays all non-recurring charges applicable to the replacement Service;
- iii. DIR pays any actual termination liability payable to any third party applicable or related to the Service being terminated; and
- iv. The monthly recurring charges applicable to the replacement Service are not less than the monthly recurring charges payable for the Service being terminated."

Level 3 must be the underlying service provider of an associated voice facility for local dial-tone, in order for the below rates to apply.

Certain products and services that are offered by Level 3 are subject to our product /technology review process.

This includes notification of discontinued products, sales hold, grandfather date, and end of life date.

Level 3 will consult DIR and its Customers to offer migration strategies to the newer products, services, and/or technologies.

Grandfathered and End-of-Life (EOL) Services

NOTE TO CUSTOMER: Services listed below still in place at time of removal from contract or effective EOL date, whichever is later, may incur higher rates for the remainder of use. Services listed here are noted in red font throughout Exhibit C-1. Please plan accordingly.

The following list of products are being removed from Vendor's catalog of services pursuant to: EAU3

Product	C- 1 Pricing Tab	Grandfather or EOL	Note
Operator Services (All)	Operator Svcs	Grandfather	Effective date to coincide with EAU3
Business Line Service	Local Voice	Grandfather	No projected EOL date at this time
T1 Line (2-1ay)	Local Voice	Grandfather	No projected EOL date at this time
Analog Trunk	Local Voice	Grandfather	Effective date to coincide with EAU3
Managed Security Service	Internet Pricing	EOL (no customers on this service today)	Effective date to coincide with EAU3
TDM Private Line Pricing	Wave-Private Line	Grandfather	No projected EOL date at this time
IP VPN (MPLS) Without CoS	MPLS	Grandfather	No projected EOL date at this time

End-of-Life (EOL) Products to be removed in the future.

Product	C-1 Pricing Tab	Grandfather Date	Estimated EOL Date
Operator Services (All)	Operator Svcs	Prior to EAU3	Per EAU3
Business Line Service	Local Voice	Per EAU3	No projected EOL date at this time

T1 Line (2-1ay)	Local Voice	Per EAU3	No projected EOL date at this time
Analog Trunk	Local Voice	Per EAU3	Effective date to coincide with EAU3
Managed Security Service	Internet Pricing	EOL (no customers on this service today)	Effective date to coincide with EAU3
TDM Private Line Pricing	Wave-Private Line	Per EAU3	No projected EOL date at this time
IP VPN (MPLS) Without CoS	MPLS	Per EAU3	No projected EOL date at this time

Definitions:

Grandfathered EOL

Restricted to existing customers. No renewals & no MAC orders; Disconnects Represents the effective date when service is officially withdrawn from offer

PRICING WITH DIR COST RECOVERY FEE (CRF)

(CUSTOMER PAYS THIS AMOUNT)

DS-3s not listed are ICB. OC-3 and higher bandwidths are ICB.

Type II Ethernet is ICB.

Off-net access pricing below listed are Not-To-Exceed prices

On Net Access is for all data products

On Net Ethernet Access

Bandwidth	MRC
10	\$179.20
50	\$179.20
100	\$179.20
500	\$439.04
1000	\$439.04
10000	\$1,164.80

Cost Recovery Fee = 12%

DS1 ACCESS RATES			
City	Hub CLLI	MRC	NRC
McKinney	ABRYTXGI	\$460.52	\$0.00
Ft Worth	ACTNTXXA	\$559.26	\$390.26
Amarillo	ADRNTXXA	\$1,123.19	\$431.48
Austin	ADVLTXXA	\$905.08	\$0.00
Corpus Christi	AGDLTXXA	\$603.90	\$695.52
Houston	AGTNTXDA	\$506.12	\$0.00
Houston	AGTNTXTI	\$574.51	\$0.00
Dallas	ALBATXXA	\$883.76	\$1,610.00
Corpus Christi	ALICTXAL	\$655.08	\$0.00
Allen	ALLNTXSA	\$154.56	\$0.00
Amarillo	ALSNTXAL	\$1,339.00	\$0.00
Humble	ALTOTXXO	\$1,384.45	\$583.46
Ft Worth	ALVDTXTI	\$483.32	\$0.00
Alvin	ALVNTXAL	\$154.56	\$0.00
Ft Worth	ALVRTXXA	\$724.05	\$0.00
Ft Worth	ALXNTXXA	\$1,002.72	\$361.93
Amarillo	AMRLTX02	\$132.54	\$0.00
Amarillo	AMRLTXDI	\$290.32	\$0.00
Amarillo	AMRLTXEV	\$221.92	\$0.00
Amarillo	AMRLTXFL	\$210.52	\$0.00
Amarillo	AMRLTXOS	\$267.52	\$0.00
McKinney	ANNATXWA	\$323.74	\$0.00
Corpus Christi	ANRSTXXA	\$1,154.45	\$361.93
Humble	APSPTXXP	\$1,095.75	\$583.46
Houston	ARCLTXXA	\$369.71	\$695.52
Carrollton	ARGYTXXB	\$234.16	\$695.52
Corpus Christi	ARMSTXXA	\$1,372.71	\$361.93
Corpus Christi	ARPSTXXA	\$422.30	\$695.52
Tomball	ARSNTXXA	\$619.14	\$0.00
San Antonio	ARWLTXXA	\$1,413.64	\$361.93

San Antonio	ASTNTXAS	\$1,361.03	\$0.00
Humble	ATASTXXA	\$325.74	\$0.00
Dallas	ATHNTXXA	\$883.18	\$0.00
Houston	ATONTXXA	\$1,445.01	\$431.48
Austin	AUSTTX02	\$221.15	\$0.00
Austin	AUSTTXBC	\$154.56	\$0.00
Austin	AUSTTXBE	\$369.33	\$0.00
Austin	AUSTTXCF	\$255.35	\$0.00
Austin	AUSTTXCR	\$300.94	\$0.00
Austin	AUSTTXCV	\$154.56	\$0.00
Austin	AUSTTXEV	\$154.56	\$0.00
Austin	AUSTTXFA	\$154.56	\$0.00
Austin	AUSTTXFI	\$141.68	\$0.00
Austin	AUSTTXGR	\$128.80	\$0.00
Austin	AUSTTXHI	\$141.68	\$0.00
Austin	AUSTTXHO	\$141.68	\$0.00
Austin	AUSTTXJO	\$154.56	\$0.00
Austin	AUSTTXLE	\$154.56	\$0.00
Austin	AUSTTXLT	\$312.34	\$0.00
Austin	AUSTTXLW	\$323.74	\$0.00
Austin	AUSTTXMA	\$289.54	\$0.00
Austin	AUSTTXMC	\$154.56	\$0.00
Austin	AUSTTXMF	\$154.56	\$0.00
Austin	AUSTTXPF	\$154.56	\$0.00
Austin	AUSTTXRR	\$154.56	\$0.00
Austin	AUSTTXTE	\$141.68	\$0.00
Austin	AUSTTXTW	\$154.56	\$0.00
Austin	AUSTTXWA	\$154.56	\$0.00
Austin	AUSUTXEN	\$209.75	\$0.00
Ft Worth	AZLETXXA	\$411.19	\$695.52
San Antonio	BAVLTXBK	\$1,475.02	\$0.00
Dallas	BAWLTXXA	\$1,739.87	\$431.48
Austin	BCDMTXXA	\$672.09	\$1,610.00
Dickinson	BCLFTXXA	\$272.09	\$695.52
Tomball	BEDSTXXA	\$1,171.93	\$431.48
Corpus Christi	BEVLTXBV	\$712.07	\$0.00
Dallas	BFLOTXXA	\$1,958.25	\$431.48
San Antonio	BGWLTXBW	\$1,201.45	\$0.00
Baytown	BHCYTXXA	\$240.16	\$695.52
Houston	BKSHTXXA	\$448.28	\$583.46
San Antonio	BLANTXXA	\$638.40	\$695.52
San Antonio	BLCNTXXA	\$594.21	\$361.93
Ft Worth	BLDLTXXA	\$955.63	\$361.93
Houston	BLNCTXXA	\$1,047.47	\$361.93
Rosenberg	BLNGTXXA	\$500.48	\$1,610.00
Dallas	BLRDTXXA	\$1,142.13	\$0.00
Plano	BLRGTXA	\$545.69	\$1,610.00
Dallas	BLSMTXXA	\$1,363.30	\$361.93
Dallas	BLSVTXXA	\$729.82	\$1,610.00
Corpus Christi	BLTNTXXA	\$1,027.66	\$695.52
Ft Worth	BLUMTXXA	\$708.31	\$390.26
Rosenberg	BLVLTXBL	\$642.91	\$0.00
San Antonio	BLVRTXXA	\$483.98	\$361.93
San Antonio	BNDRTXBD	\$574.51	\$0.00
Dallas	BNFRTXXA	\$1,154.18	\$361.93
Amarillo	BNHLTXXA	\$1,624.55	\$361.93
Plano	BNHMTXXA	\$880.21	\$695.52
Corpus Christi	BNVDTXBN	\$905.85	\$0.00
Carrollton	BNVLTXXA	\$525.05	\$695.52

Dallas	BNWHTXXA	\$1,014.39	\$695.52
Dallas	BOGTTXXA	\$1,614.33	\$431.48
Amarillo	BOKRTXXA	\$2,162.67	\$431.48
San Antonio	BORNTXXA	\$446.50	\$695.52
Amarillo	BOVNTXXA	\$1,577.97	\$431.48
Ft Worth	BOYDTXXA	\$547.46	\$0.00
Dallas	BRBOTXXA	\$987.54	\$0.00
Corpus Christi	BRCLTXXA	\$770.10	\$0.00
Humble	BRDDTXXA	\$1,857.41	\$431.48
San Antonio	BRDLTXXA	\$1,775.65	\$361.93
Amarillo	BRGRTXBG	\$643.68	\$0.00
Georgetown	BRGSTXXB	\$474.06	\$1,610.00
Tomball	BRHMTXBR	\$745.49	\$0.00
Ft Worth	BRPTTXXA	\$674.32	\$0.00
Ft Worth	BRRGTXHI	\$1,247.04	\$0.00
Dallas	BRSHTXXA	\$826.05	\$1,610.00
Dallas	BRSTTXXA	\$522.36	\$1,610.00
Dallas	BRTHTXXA	\$951.11	\$1,610.00
Tomball	BRTOTXXA	\$835.65	\$1,610.00
Georgetown	BTRTXXA	\$493.23	\$1,610.00
Corpus Christi	BRUNTXBR	\$1,236.42	\$0.00
Dallas	BRWLTXXA	\$633.62	\$1,610.00
Houston	BRZRTXXA	\$845.98	\$361.93
Houston	BRZRTXXB	\$1,005.64	\$361.93
Corpus Christi	BSHPTXXA	\$567.57	\$695.52
Rosenberg	BSLYTXXA	\$284.38	\$583.46
Corpus Christi	BSNGTXXA	\$1,463.50	\$695.52
Austin	BSTRTXBS	\$494.72	\$0.00
Ft Worth	BSVLTXXA	\$651.50	\$0.00
Humble	BTSNTXXA	\$607.78	\$1,610.00
San Antonio	BTVLTXBV	\$1,041.86	\$0.00
Buda	BUDATXXA	\$174.73	\$695.52
Georgetown	BURNTXXA	\$612.04	\$1,610.00
Rosenberg	BYCYTXBY	\$665.70	\$0.00
Amarillo	BYRNTXXA	\$879.56	\$431.48
Corpus Christi	BYSDTXBY	\$449.90	\$0.00
Baytown	BYTWTXXA	\$174.73	\$695.52
Baytown	BYTWTXXB	\$240.16	\$695.52
Baytown	BYTWTXXC	\$240.16	\$695.52
Dallas	CASHTXXA	\$614.38	\$1,610.00
Dallas	CAYGTXAB	\$962.61	\$0.00
Amarillo	CCTSTXXA	\$1,269.36	\$431.48
Dallas	CDMLTXXA	\$603.03	\$1,610.00
Amarillo	CDWRTXXA	\$1,523.82	\$361.93
McKinney	CELNTXDU	\$346.54	\$0.00
Plano	CELSTXXA	\$645.33	\$1,610.00
Humble	CENTTXXC	\$1,250.40	\$583.46
Humble	CHESTXXA	\$1,392.80	\$361.93
Ft Worth	CHICTXXA	\$714.57	\$0.00
Dallas	CHNDTXXA	\$1,032.10	\$0.00
Amarillo	CHNGTXXA	\$1,041.99	\$431.48
Corpus Christi	CHRCTXXA	\$902.18	\$0.00
San Antonio	CHRLTXXA	\$700.45	\$695.52
Humble	CHRNXXCH	\$1,284.14	\$0.00
San Antonio	CHRSTXCH	\$677.10	\$0.00
Ft Worth	CISCTXHI	\$1,326.83	\$0.00
Amarillo	CLADTXXB	\$798.37	\$431.48
Ft Worth	CLBNTXMI	\$517.52	\$0.00
Amarillo	CLDNTXXA	\$1,269.36	\$431.48

Amarillo	CLETTXXA	\$633.99	\$361.93
Humble	CLEVTXCL	\$483.54	\$0.00
Rosenberg	CLMBTXCL	\$734.10	\$0.00
El Paso	CLNTTXMA	\$267.52	\$0.00
Houston	CLSPTXXA	\$900.74	\$361.93
Houston	CLUTTXCL	\$665.70	\$0.00
Houston	CLUTTXLJ	\$665.70	\$0.00
Dallas	CMBYTXXA	\$909.52	\$361.93
San Antonio	CMFTTXXA	\$842.24	\$361.93
Dallas	CMPBTXXA	\$842.43	\$361.93
Dallas	CMRCTXXA	\$817.26	\$0.00
San Antonio	CMTNTXCB	\$711.30	\$0.00
San Antonio	CMWDTXXA	\$1,742.07	\$361.93
Corpus Christi	CNCPTXXA	\$1,372.71	\$361.93
Amarillo	CNDNTXCD	\$1,259.21	\$0.00
San Antonio	CNPNTXXA	\$829.28	\$361.93
El Paso	CNTLTXXMA	\$244.72	\$0.00
Dallas	CNTNTXXA	\$855.79	\$695.52
Humble	CNTRTXCN	\$1,482.49	\$0.00
Dallas	CNVLTXXA	\$2,266.24	\$431.48
Amarillo	CNYNTXCY	\$370.11	\$0.00
Dallas	COMOTXXA	\$970.35	\$1,610.00
Spring	CONRTXXA	\$398.37	\$583.46
Dallas	COPRTXXA	\$930.48	\$0.00
San Antonio	COSTTXXA	\$1,154.45	\$361.93
Plano	COVLTXXA	\$717.53	\$695.52
Austin	CPLDTXXA	\$431.56	\$1,610.00
Ft Worth	CRBNTXXA	\$1,428.03	\$361.93
Corpus Christi	CRCHTXBU	\$244.72	\$0.00
Corpus Christi	CRCHTXCA	\$313.11	\$0.00
Corpus Christi	CRCHTXFB	\$301.71	\$0.00
Corpus Christi	CRCHTXPD	\$370.11	\$0.00
Corpus Christi	CRCHTXTE	\$221.92	\$0.00
Corpus Christi	CRCHTXTU	\$115.92	\$0.00
Corpus Christi	CRCHTXWY	\$256.12	\$0.00
Humble	CRCTTXXA	\$1,635.67	\$431.48
San Antonio	CRCYTXCC	\$1,281.24	\$0.00
Humble	CRGNTXCR	\$887.43	\$0.00
San Antonio	CRMLTXXA	\$730.27	\$361.93
Houston	CRMNTXXA	\$1,319.63	\$361.93
Ft Worth	CRPLTXXA	\$1,807.14	\$431.48
Houston	CRSBTXXA	\$300.86	\$695.52
Dallas	CRSCTXTR	\$779.69	\$0.00
Ft Worth	CRSNTXXA	\$454.24	\$390.26
San Antonio	CRSPTXCS	\$1,372.43	\$0.00
Carrollton	CRTNTXXA	\$168.73	\$695.52
Carrollton	CRTNTXXB	\$234.16	\$695.52
Carrollton	CRTNTXXC	\$234.16	\$695.52
Carrollton	CRTNTXXD	\$168.73	\$695.52
Ft Worth	CRTOTXXA	\$1,153.85	\$361.93
Humble	CSNGTXXA	\$2,134.59	\$431.48
San Antonio	CSVLTXCT	\$437.73	\$0.00
San Antonio	CTLLTXCO	\$1,133.05	\$0.00
San Antonio	CTRNTXCR	\$1,349.63	\$0.00
Humble	CTSHTXXC	\$466.82	\$583.46
Corpus Christi	CUERTXCR	\$1,190.82	\$0.00
Ft Worth	CVTNTXXA	\$686.89	\$390.26
Houston	CYPRTXCY	\$278.14	\$0.00
Buda	DALETXXA	\$473.25	\$1,610.00

Rosenberg	DAMNTXXA	\$445.13	\$583.46
Rosenberg	DAMNTXXB	\$405.27	\$583.46
Amarillo	DAWNTXXA	\$835.46	\$361.93
Humble	DBLLTXXD	\$1,095.75	\$583.46
Ft Worth	DBLNTXXA	\$1,011.57	\$0.00
Dickinson	DCSNTXXA	\$174.73	\$695.52
Ft Worth	DCTRTXXA	\$625.61	\$0.00
Amarillo	DDSNTXXA	\$2,097.69	\$431.48
Ft Worth	DELNTXXA	\$1,415.63	\$361.93
Dallas	DEPTTXXA	\$1,519.97	\$431.48
McKinney	DESNTXHO	\$631.51	\$0.00
San Antonio	DEVNTXDV	\$574.51	\$0.00
Irving	DFIATXXA	\$234.16	\$695.52
San Antonio	DHNSTXXA	\$766.76	\$361.93
El Paso	DLCYTXXA	\$1,406.29	\$361.93
Amarillo	DLHRTXXA	\$1,480.52	\$431.48
Dallas	DLLSTX23	\$209.75	\$0.00
Addison	DLLSTXAD	\$128.80	\$0.00
Dallas	DLLSTXCH	\$266.74	\$0.00
Dallas	DLLSTXDA	\$255.35	\$0.00
Dallas	DLLSTXDI	\$141.68	\$0.00
Dallas	DLLSTXDN	\$312.34	\$0.00
Dallas	DLLSTXDS	\$369.33	\$0.00
Dallas	DLLSTXDV	\$154.56	\$0.00
Dallas	DLLSTXEM	\$141.68	\$0.00
Dallas	DLLSTXEV	\$266.74	\$0.00
Dallas	DLLSTXEX	\$289.54	\$0.00
Dallas	DLLSTXFB	\$141.68	\$0.00
Dallas	DLLSTXFE	\$154.56	\$0.00
Dallas	DLLSTXFL	\$141.68	\$0.00
Dallas	DLLSTXFR	\$266.74	\$0.00
Grand Prairie	DLLSTXGP	\$141.68	\$0.00
Dallas	DLLSTXHA	\$221.15	\$0.00
Dallas	DLLSTXHU	\$323.74	\$0.00
Dallas	DLLSTXLA	\$154.56	\$0.00
Dallas	DLLSTXLN	\$346.54	\$0.00
Dallas	DLLSTXMC	\$141.68	\$0.00
Dallas	DLLSTXME	\$141.68	\$0.00
Dallas	DLLSTXMS	\$323.74	\$0.00
Dallas	DLLSTXNM	\$278.14	\$0.00
Irving	DLLSTXNO	\$141.68	\$0.00
Dallas	DLLSTXRE	\$141.68	\$0.00
Dallas	DLLSTXRI	\$128.80	\$0.00
Dallas	DLLSTXRN	\$128.80	\$0.00
Dallas	DLLSTXRO	\$128.80	\$0.00
Dallas	DLLSTXRY	\$323.74	\$0.00
Dallas	DLLSTXSE	\$392.13	\$0.00
Dallas	DLLSTXSU	\$323.74	\$0.00
Dallas	DLLSTXTA	\$128.80	\$0.00
Dallas	DLLSTXTL	\$198.35	\$0.00
Whitehall	DLLSTXWH	\$154.56	\$0.00
San Antonio	DLLYTXXA	\$984.97	\$695.52
San Antonio	DLRITXXA	\$1,791.56	\$695.52
San Antonio	DLRITXXB	\$1,720.85	\$695.52
San Antonio	DLRSTXXA	\$2,087.93	\$361.93
Amarillo	DMMTTXXA	\$1,204.40	\$431.48
Carrollton	DNTNTXXA	\$234.16	\$695.52
San Antonio	DOSSTXXA	\$1,342.60	\$361.93
Dallas	DRCHTXXA	\$624.00	\$1,610.00

Buda	DRSPTXXA	\$432.28	\$695.52
Amarillo	DRZTTXXB	\$2,292.60	\$431.48
Ft Worth	DSDMTXXA	\$1,282.78	\$361.93
El Paso	DSHVTXXA	\$717.93	\$361.93
Dallas	DTRTTXXA	\$1,644.74	\$431.48
Amarillo	DUMSTXXA	\$1,090.72	\$431.48
Humble	DVRSTXXA	\$586.07	\$1,610.00
Baytown	DYTNXXDY	\$446.23	\$0.00
Rosenberg	EBRNTXXA	\$418.50	\$695.52
Dallas	ECTRTXXA	\$819.62	\$695.52
Corpus Christi	EDNATXED	\$1,236.42	\$0.00
Dallas	EDWDTXTW	\$779.69	\$0.00
Rosenberg	EGLKTXEG	\$574.51	\$0.00
Amarillo	EGLNTXXA	\$1,423.09	\$361.93
San Antonio	EGPSTXEP	\$1,668.80	\$0.00
Dallas	EKHTTXXA	\$2,124.32	\$431.48
Rosenberg	ELCMTXEL	\$631.51	\$0.00
Austin	ELGNTXEL	\$414.93	\$0.00
El Paso	ELPSTXEA	\$210.52	\$0.00
El Paso	ELPSTXHA	\$132.54	\$0.00
El Paso	ELPSTXHC	\$256.12	\$0.00
El Paso	ELPSTXMA	\$132.54	\$0.00
El Paso	ELPSTXMS	\$313.11	\$0.00
El Paso	ELPSTXNE	\$267.52	\$0.00
El Paso	ELPSTXNO	\$132.54	\$0.00
El Paso	ELPSTXSE	\$132.54	\$0.00
El Paso	ELPSTXSH	\$132.54	\$0.00
El Paso	ELPSTXYS	\$132.54	\$0.00
Dallas	EMHSTXXA	\$720.20	\$1,610.00
Dallas	EMRYTXXA	\$836.66	\$1,610.00
San Antonio	ENCLTXEC	\$1,440.82	\$0.00
Corpus Christi	ENCNTXXA	\$1,523.82	\$361.93
Dallas	ENNSTXTR	\$574.51	\$0.00
Ft Worth	ESLDTXMA	\$1,235.64	\$0.00
Dallas	ESTCTXXA	\$820.30	\$0.00
Amarillo	ESTLTXXA	\$1,837.82	\$431.48
Humble	ETOLTXXE	\$1,301.96	\$583.46
Ft Worth	EVNTTXXA	\$1,303.91	\$361.93
Humble	EVRGTXXA	\$859.77	\$361.93
El Paso	FBNSTXXC	\$603.47	\$431.48
Ft Worth	FLATTXXA	\$1,190.19	\$0.00
Corpus Christi	FLFRTXXA	\$942.89	\$695.52
Amarillo	FLLTTXXA	\$2,406.29	\$431.48
Humble	FLSPTXXF	\$1,178.24	\$583.46
Corpus Christi	FLTOTXFL	\$1,669.57	\$0.00
San Antonio	FLVLTXXA	\$521.31	\$1,610.00
San Antonio	FRBGTXXA	\$836.99	\$695.52
San Antonio	FRCNTXXA	\$1,490.23	\$361.93
Corpus Christi	FRERTXFR	\$1,042.64	\$0.00
Dallas	FRFDTXXB	\$1,566.59	\$431.48
Amarillo	FRINTXXA	\$1,366.83	\$431.48
Amarillo	FRIOTXXA	\$1,087.29	\$361.93
Dallas	FRNYTXHI	\$403.53	\$0.00
Houston	FRPTTXFR	\$699.90	\$0.00
Dallas	FRRSTXXA	\$452.63	\$1,610.00
Frisco	FRSCTXCO	\$266.74	\$0.00
Frisco	FRSCTXES	\$154.56	\$0.00
Frisco	FRSCTXWE	\$300.94	\$0.00
Amarillo	FRTCTXXA	\$879.56	\$431.48

Dallas	FRTNTXXA	\$1,083.58	\$0.00
McKinney	FRVLTXST	\$380.73	\$0.00
Amarillo	FRWLTXXA	\$1,775.65	\$361.93
Keller	FSBGTXXA	\$1,178.83	\$361.93
El Paso	FTHNTXXC	\$960.78	\$431.48
Ft Worth	FTWOTXAL	\$335.14	\$0.00
Ft Worth	FTWOTXAR	\$154.56	\$0.00
Ft Worth	FTWOTXAT	\$154.56	\$0.00
Ft Worth	FTWOTXAX	\$289.54	\$0.00
Ft Worth	FTWOTXBB	\$266.74	\$0.00
Ft Worth	FTWOTXBE	\$312.34	\$0.00
Ft Worth	FTWOTXBN	\$369.33	\$0.00
Mansfield	FTWOTXBR	\$154.56	\$0.00
Ft Worth	FTWOTXBU	\$154.56	\$0.00
Ft Worth	FTWOTXBY	\$346.54	\$0.00
Ft Worth	FTWOTXCE	\$266.74	\$0.00
Ft Worth	FTWOTXCF	\$221.15	\$0.00
Ft Worth	FTWOTXCI	\$255.35	\$0.00
Ft Worth	FTWOTXCP	\$221.15	\$0.00
Ft Worth	FTWOTXCR	\$141.68	\$0.00
Ft Worth	FTWOTXEC	\$312.34	\$0.00
Ft Worth	FTWOTXED	\$128.80	\$0.00
Ft Worth	FTWOTXEU	\$141.68	\$0.00
Ft Worth	FTWOTXGL	\$154.56	\$0.00
Ft Worth	FTWOTXJE	\$243.95	\$0.00
Ft Worth	FTWOTXKE	\$154.56	\$0.00
Ft Worth	FTWOTXLW	\$255.35	\$0.00
Ft Worth	FTWOTXMA	\$154.56	\$0.00
Ft Worth	FTWOTXPE	\$154.56	\$0.00
Ft Worth	FTWOTXTE	\$154.56	\$0.00
Ft Worth	FTWOTXWA	\$154.56	\$0.00
Ft Worth	FTWOTXWS	\$243.95	\$0.00
Ft Worth	FTWPTXBJ	\$198.35	\$0.00
San Antonio	FWTNTXXA	\$1,197.04	\$361.93
Corpus Christi	GANDTXXA	\$1,993.90	\$361.93
Dallas	GBCYTXXA	\$769.63	\$0.00
Ft Worth	GDLYTXXA	\$487.73	\$390.26
Amarillo	GDNGTXXA	\$785.09	\$361.93
El Paso	GDPKTXXC	\$1,826.01	\$361.93
Houston	GDRCTXXA	\$818.59	\$361.93
Ft Worth	GDVWTXXA	\$616.14	\$390.26
San Antonio	GLLTXXA	\$662.48	\$1,610.00
Rosenberg	GLNFTXXA	\$559.95	\$0.00
Ft Worth	GLRSTXXA	\$935.47	\$431.48
Galveston	GLTNTXSH	\$232.55	\$0.00
Galveston	GLTNTXSO	\$154.56	\$0.00
Galveston	GLTNTXWI	\$198.35	\$0.00
Humble	GNLDTXXG	\$404.95	\$583.46
San Antonio	GNSTTXXA	\$1,557.39	\$361.93
Dallas	GNTRTXXA	\$603.90	\$695.52
Dallas	GNVLTXGL	\$631.51	\$0.00
San Antonio	GNZLTXXA	\$868.25	\$695.52
Corpus Christi	GOLITXGO	\$860.26	\$0.00
Carrollton	GOVLTXXB	\$988.66	\$695.52
Humble	GPLDTXXA	\$1,801.98	\$431.48
Ft Worth	GRBYTXRA	\$597.31	\$0.00
Ft Worth	GRDNTXMY	\$916.48	\$0.00
Ft Worth	GRFRTXXA	\$778.25	\$0.00
Corpus Christi	GRGWTXXA	\$918.68	\$695.52

Plano	GRLDTXXA	\$234.16	\$695.52
Plano	GRLDTXXB	\$234.16	\$695.52
Plano	GRLDTXXC	\$234.16	\$695.52
Dallas	GRLDTXXE	\$370.12	\$695.52
Amarillo	GRLYTXXA	\$801.88	\$361.93
Ft Worth	GRMNTXXA	\$1,380.83	\$361.93
Georgetown	GRNGTXXA	\$501.74	\$695.52
Amarillo	GROMTXXA	\$1,025.75	\$431.48
Ft Worth	GRPRTXJP	\$289.54	\$0.00
Irving	GRPVTXXA	\$234.16	\$695.52
San Antonio	GRSHTXXB	\$1,022.70	\$695.52
Dallas	GRSLTXXA	\$915.50	\$695.52
Humble	GRSNTXXA	\$1,710.27	\$390.26
Georgetown	GRTWTXXA	\$174.73	\$695.52
Amarillo	GRVRTXGV	\$1,054.03	\$0.00
Rosenberg	GRWDTXGR	\$631.51	\$0.00
Frisco	GSVLTXHO	\$631.51	\$0.00
Ft Worth	GTVLTXXA	\$1,124.66	\$0.00
Humble	GVTNTXXA	\$1,386.20	\$431.48
Amarillo	HARTTXXA	\$1,285.60	\$431.48
Corpus Christi	HBVLTXHB	\$1,156.62	\$0.00
Amarillo	HDLYTXXA	\$1,496.76	\$431.48
Humble	HDSNTXXH	\$1,188.54	\$583.46
Baytown	HFMNTXXA	\$240.16	\$695.52
Baytown	HGLNTXXA	\$296.23	\$695.52
Amarillo	HGNSTXXA	\$2,292.60	\$431.48
Ft Worth	HICOTXXA	\$923.08	\$0.00
Humble	HMBLTXXA	\$180.32	\$0.00
Humble	HMBLTXXC	\$319.10	\$0.00
Tomball	HMPSTXHM	\$528.92	\$0.00
Ft Worth	HMTNTXXA	\$1,082.90	\$0.00
San Antonio	HNCCTXXA	\$835.46	\$361.93
Dallas	HNGVTXFR	\$939.27	\$0.00
Houston	HNTNTXXA	\$1,561.55	\$431.48
Spring	HNVTXHN	\$654.30	\$0.00
San Antonio	HONDTXHO	\$608.71	\$0.00
Plano	HOWETXXA	\$670.85	\$695.52
Amarillo	HPPYTXXA	\$863.32	\$431.48
Humble	HRDNTXXA	\$535.41	\$1,610.00
Amarillo	HRFRTXHF	\$655.08	\$0.00
San Antonio	HRPRTXXA	\$1,382.66	\$361.93
Amarillo	HRTLTXXA	\$1,269.36	\$431.48
Houston	HSTNTX08	\$208.27	\$0.00
Houston	HSTNTXAD	\$154.56	\$0.00
Houston	HSTNTXAI	\$141.68	\$0.00
Houston	HSTNTXAL	\$141.68	\$0.00
Houston	HSTNTXAP	\$154.56	\$0.00
Houston	HSTNTXBA	\$141.68	\$0.00
Houston	HSTNTXBR	\$154.56	\$0.00
Houston	HSTNTXBU	\$141.68	\$0.00
Houston	HSTNTXBW	\$300.94	\$0.00
Houston	HSTNTXCA	\$128.80	\$0.00
Houston	HSTNTXCH	\$323.74	\$0.00
Houston	HSTNTXCL	\$128.80	\$0.00
Houston	HSTNTXDP	\$154.56	\$0.00
Houston	HSTNTXEE	\$300.94	\$0.00
Houston	HSTNTXEH	\$278.14	\$0.00
Houston	HSTNTXFA	\$141.68	\$0.00
Houston	HSTNTXFR	\$232.55	\$0.00

Houston	HSTNTXGL	\$266.74	\$0.00
Houston	HSTNTXGP	\$154.56	\$0.00
Houston	HSTNTXGR	\$154.56	\$0.00
Houston	HSTNTXHO	\$141.68	\$0.00
Houston	HSTNTXHU	\$154.56	\$0.00
Houston	HSTNTXID	\$154.56	\$0.00
Dallas	HSTNTXJA	\$141.68	\$0.00
Houston	HSTNTXLA	\$154.56	\$0.00
Baytown	HSTNTXLP	\$262.39	\$0.00
Houston	HSTNTXMA	\$357.94	\$0.00
Houston	HSTNTXMC	\$154.56	\$0.00
Houston	HSTNTXMI	\$154.56	\$0.00
Houston	HSTNTXMO	\$141.68	\$0.00
Houston	HSTNTXNA	\$128.80	\$0.00
Houston	HSTNTXNE	\$243.95	\$0.00
Houston	HSTNTXOR	\$154.56	\$0.00
Houston	HSTNTXOV	\$141.68	\$0.00
Houston	HSTNTXOX	\$154.56	\$0.00
Houston	HSTNTXPA	\$243.95	\$0.00
Houston	HSTNTXPE	\$154.56	\$0.00
Houston	HSTNTXPR	\$141.68	\$0.00
Houston	HSTNTXRE	\$243.95	\$0.00
Houston	HSTNTXRI	\$221.15	\$0.00
Houston	HSTNTXSA	\$154.56	\$0.00
League City	HSTNTXSE	\$277.44	\$0.00
Houston	HSTNTXSH	\$335.14	\$0.00
Houston	HSTNTXSU	\$141.68	\$0.00
Houston	HSTNTXUN	\$141.68	\$0.00
Houston	HSTNTXWA	\$154.56	\$0.00
Houston	HSTNTXWE	\$154.56	\$0.00
Houston	HSTNTXWL	\$255.35	\$0.00
Houston	HSTNTXWY	\$255.35	\$0.00
Houston	HSTXTXSD	\$323.74	\$0.00
Houston	HSTXTXSM	\$209.75	\$0.00
Dickinson	HTCHTXXA	\$308.30	\$695.52
Tomball	HTLKTXXA	\$1,594.20	\$431.48
Corpus Christi	HTVLTXHV	\$1,498.59	\$0.00
Amarillo	HUB TXXA	\$1,322.34	\$361.93
Humble	HULLTXXA	\$571.60	\$1,610.00
San Antonio	HUNTXXA	\$1,229.89	\$361.93
Austin	HUTTTXXA	\$341.54	\$0.00
Humble	HXLYTXXA	\$2,415.64	\$361.93
Rosenberg	INDSTXXA	\$996.14	\$361.93
San Antonio	INGRTXXA	\$1,132.38	\$361.93
Corpus Christi	INSDTXXA	\$372.84	\$695.52
Tomball	IOLATXXA	\$1,236.89	\$431.48
Irving	IRNGTXXA	\$234.16	\$695.52
Irving	IRNGTXXB	\$234.16	\$695.52
Irving	IRNGTXXC	\$168.73	\$695.52
Irving	IRNGTXXD	\$234.16	\$695.52
Irving	IRNGTXXE	\$234.16	\$695.52
Irving	IRNGTXXF	\$234.16	\$695.52
Irving	IRNGTXXG	\$168.73	\$695.52
Dallas	ITLYTXHU	\$563.11	\$0.00
Dallas	JCSNTXXA	\$765.51	\$695.52
San Antonio	JHCYTXXA	\$785.51	\$695.52
Ft Worth	JNBOTXXA	\$1,065.73	\$0.00
Houston	JOQNTXXA	\$2,246.95	\$431.48
Ft Worth	JPLNTXXA	\$700.92	\$0.00

Georgetown	JRRLTXXA	\$380.71	\$695.52
San Antonio	JRTNTXXA	\$607.41	\$695.52
Dallas	JSPHTXXA	\$518.15	\$1,610.00
Keller	JSTNTXXB	\$457.91	\$695.52
Dallas	JWTTTXJW	\$2,751.68	\$0.00
Houston	KATYTXXA	\$348.79	\$583.46
Houston	KATYTXXB	\$306.63	\$583.46
Houston	KATYTXXC	\$322.82	\$583.46
League City	KEMHTXXA	\$247.95	\$695.52
League City	KEMHTXXB	\$264.76	\$695.52
Dallas	KEMPTXXA	\$675.75	\$0.00
Dallas	KFMNTXXA	\$588.85	\$0.00
San Antonio	KGBRTXXA	\$869.04	\$361.93
Corpus Christi	KGVLTXXV	\$575.29	\$0.00
Humble	KGWDTXXA	\$319.10	\$0.00
Humble	KGWDTXXC	\$332.37	\$0.00
Keller	KLLRTXXA	\$168.73	\$695.52
Georgetown	KMPNTXXA	\$622.43	\$0.00
San Antonio	KNBGTXXA	\$600.41	\$361.93
San Antonio	KNDYTXKN	\$791.09	\$0.00
Dallas	KNKRTXXA	\$967.07	\$0.00
San Antonio	KNPPTXXA	\$1,063.13	\$361.93
Humble	KNRDTXXA	\$1,663.39	\$431.48
Ft Worth	KPRLTXXA	\$803.45	\$390.26
San Antonio	KRCYTXFC	\$608.71	\$0.00
San Antonio	KRCYTXKC	\$722.70	\$0.00
Dallas	KRNSTXXA	\$803.40	\$0.00
Amarillo	KRRCTXXA	\$1,674.92	\$361.93
Keller	KRUMTXXA	\$571.10	\$0.00
San Antonio	KRVLTXXA	\$1,104.09	\$361.93
San Antonio	KSCSTXXA	\$602.36	\$1,610.00
Buda	KYLETXXA	\$359.92	\$695.52
Dallas	LADNTXEN	\$836.68	\$0.00
San Antonio	LAPRTXLP	\$1,178.65	\$0.00
San Antonio	LARDTXDG	\$1,839.78	\$0.00
San Antonio	LARDTXLA	\$1,825.42	\$0.00
Austin	LBHLTXLH	\$380.73	\$0.00
Baytown	LBRTTXLB	\$480.71	\$0.00
Buda	LCKHTXLK	\$404.82	\$0.00
San Antonio	LCSTTXLC	\$414.93	\$0.00
San Antonio	LEVLTXXA	\$952.98	\$361.93
Houston	LFKNTXXA	\$1,374.80	\$583.46
Amarillo	LFRSTXLF	\$871.65	\$0.00
League City	LGCYTXXA	\$174.73	\$695.52
Ft Worth	LIPNTXXA	\$849.71	\$361.93
Tomball	LKCFTXXL	\$423.13	\$583.46
Carrollton	LKDLTXXA	\$474.05	\$361.93
Dallas	LKPETXXA	\$1,095.24	\$0.00
Ft Worth	LKVGTXXA	\$853.03	\$390.26
Amarillo	LKVWTXXA	\$1,561.71	\$431.48
San Antonio	LLNGTXLU	\$768.29	\$0.00
Austin	LMPSTXLS	\$734.10	\$0.00
Dallas	LNOKTXXA	\$700.96	\$1,610.00
Dallas	LNRDTXXA	\$671.81	\$695.52
Houston	LOLDTXXA	\$1,297.48	\$431.48
Corpus Christi	LOLTXXA	\$1,775.65	\$361.93
Georgetown	LOMTTXXA	\$829.14	\$0.00
Dallas	LONATXXA	\$2,373.81	\$431.48
Rosenberg	LOUSTXXA	\$795.79	\$361.93

Amarillo	LUTZTXXA	\$1,423.09	\$361.93
San Antonio	LVRNTXXA	\$423.70	\$695.52
Houston	LVTNTXXA	\$900.36	\$361.93
Corpus Christi	LWRDTXXA	\$1,842.81	\$361.93
Carrollton	LWVLTXXA	\$234.16	\$695.52
Carrollton	LWVLTXXB	\$234.16	\$695.52
Carrollton	LWVLTXXC	\$234.16	\$695.52
Carrollton	LWVLTXXE	\$234.16	\$695.52
Carrollton	LWVLTXXF	\$375.32	\$695.52
Corpus Christi	LYBHTXXA	\$902.62	\$361.93
Buda	LYSPTXXA	\$411.27	\$1,610.00
San Antonio	LYTLTXLY	\$460.52	\$0.00
San Antonio	MARNTXMR	\$369.33	\$0.00
Ft Worth	MAY TXXA	\$1,745.06	\$431.48
Amarillo	MBTETXXA	\$1,691.65	\$431.48
Austin	MCDDTXXA	\$527.77	\$1,610.00
McKinney	MCKNTXLI	\$154.56	\$0.00
McKinney	MCKNTXTE	\$278.14	\$0.00
Amarillo	MCLNTXML	\$985.64	\$0.00
San Antonio	MDLKTXML	\$460.52	\$0.00
Dallas	MDLTTXGR	\$346.54	\$0.00
Spring	MDVITXMD	\$905.08	\$0.00
Amarillo	MDWTTXXA	\$1,456.65	\$361.93
San Antonio	MEDNTXXA	\$833.18	\$361.93
Amarillo	MIAMTXXA	\$1,577.97	\$431.48
Amarillo	MILOTXXA	\$919.40	\$361.93
Austin	MLANTXXA	\$760.65	\$0.00
San Antonio	MLETTXXA	\$1,140.43	\$361.93
Dallas	MLFRTXXA	\$1,047.85	\$431.48
Dallas	MLGRTXXA	\$777.93	\$1,610.00
El Paso	MLHGTXXC	\$1,305.56	\$361.93
Dallas	MLKFTXXA	\$866.86	\$0.00
Houston	MLPTTXXA	\$967.29	\$361.93
Ft Worth	MLSPTXXA	\$649.23	\$0.00
Amarillo	MMPHTXXA	\$1,659.16	\$431.48
Dallas	MNSTTXXA	\$1,221.60	\$361.93
Dallas	MNTBTXXA	\$1,065.97	\$0.00
Ft Worth	MNWLTXFA	\$722.70	\$0.00
San Antonio	MODNTXXA	\$1,755.16	\$361.93
Corpus Christi	MOLTXXMN	\$1,578.38	\$0.00
Dallas	MRCHTXXA	\$927.75	\$0.00
Corpus Christi	MRCYTXXA	\$1,993.90	\$361.93
San Antonio	MRFLTXXA	\$1,048.99	\$695.52
Ft Worth	MRGNTXXA	\$1,100.17	\$431.48
Rosenberg	MRHMTXXA	\$777.19	\$361.93
Dallas	MRITTXXA	\$585.50	\$1,610.00
Dallas	MRMLTXXA	\$881.52	\$0.00
Dallas	MRQZTXXA	\$2,161.64	\$431.48
Baytown	MTBLTXXA	\$240.16	\$695.52
Tomball	MTGMTXXM	\$466.73	\$583.46
Rosenberg	MTGRTXMT	\$882.28	\$0.00
San Antonio	MTHOTXXA	\$1,333.26	\$361.93
Corpus Christi	MTHSTXMA	\$563.89	\$0.00
Dallas	MYRATXXA	\$1,154.45	\$361.93
Dallas	MYSPTXXA	\$815.43	\$695.52
New Braunfels	NBRNTXNB	\$154.56	\$0.00
Humble	NCGDTXNC	\$1,275.12	\$0.00
Dallas	NCHSTXXA	\$1,153.33	\$0.00
Rosenberg	NDVLTXXA	\$332.64	\$583.46

Dallas	NEVDTXXA	\$479.66	\$1,610.00
Dallas	NGLYTXXA	\$1,922.80	\$431.48
San Antonio	NIXNTXXA	\$684.98	\$695.52
Corpus Christi	NRDHTXNH	\$1,076.83	\$0.00
Tomball	NRMNTXXA	\$1,496.76	\$431.48
League City	NSBYTXXA	\$276.53	\$1,610.00
Tomball	NVSTTXXA	\$624.09	\$0.00
Ft Worth	NWRKTXHU	\$426.33	\$0.00
Rosenberg	NWULTXXA	\$924.05	\$361.93
Tomball	NWWWVXXA	\$603.90	\$695.52
Houston	NZLHTXXA	\$1,293.56	\$431.48
Amarillo	NZRTTXXA	\$1,123.19	\$431.48
Corpus Christi	ODEMTXXA	\$410.18	\$695.52
Houston	OKHRTXXA	\$1,037.48	\$361.93
Dallas	OKLDTXXA	\$949.53	\$695.52
Amarillo	OKLNTXXA	\$1,708.49	\$361.93
Dallas	OKWDTXXA	\$1,932.68	\$431.48
Ft Worth	OLDNTXXA	\$1,268.65	\$361.93
Houston	ONLSTXXA	\$1,096.58	\$361.93
Corpus Christi	ORGVTXXA	\$652.32	\$695.52
Austin	PAGETXXA	\$642.43	\$1,610.00
Amarillo	PAMPTXPP	\$803.26	\$0.00
Dallas	PARSTXNO	\$1,155.85	\$0.00
Dallas	PARSTXSU	\$1,155.85	\$0.00
Corpus Christi	PAWNTXXA	\$939.92	\$0.00
Dallas	PCNGTXXA	\$1,045.21	\$361.93
San Antonio	PCRKTXXA	\$483.32	\$0.00
Ft Worth	PKLKTXXA	\$873.41	\$0.00
Dallas	PKTNTXXA	\$1,008.84	\$1,610.00
Plano	PLANTXXA	\$168.73	\$695.52
Plano	PLANTXXB	\$168.73	\$695.52
Plano	PLANTXXD	\$234.16	\$695.52
Plano	PLANTXXF	\$234.16	\$695.52
Plano	PLANTXXK	\$234.16	\$695.52
Corpus Christi	PLCSTXXA	\$1,378.75	\$695.52
Dallas	PLMRTXXA	\$497.94	\$1,610.00
Ft Worth	PLPNTXXA	\$791.46	\$0.00
Plano	PLPTTXXB	\$685.60	\$695.52
Dallas	PLSTTXXA	\$1,144.65	\$0.00
San Antonio	PLTNTXPL	\$540.32	\$0.00
Tomball	PLVLTXXA	\$487.06	\$0.00
Ft Worth	PLXYTXXA	\$826.91	\$390.26
Corpus Christi	PNCMTXXA	\$1,185.04	\$695.52
Amarillo	PNHDTXXA	\$798.37	\$431.48
Tomball	PNHRTXPN	\$278.14	\$0.00
Houston	PNTNTXXA	\$1,424.10	\$431.48
Keller	PONDTXXA	\$508.63	\$0.00
Dallas	PONTTXXA	\$739.45	\$1,610.00
San Antonio	POTHTXXA	\$567.60	\$1,610.00
Ft Worth	PRCTTXXA	\$1,463.64	\$361.93
Dallas	PRDNTXXA	\$1,122.17	\$431.48
Ft Worth	PRDSTXXA	\$620.82	\$0.00
Amarillo	PRMRTXXA	\$1,389.51	\$361.93
Corpus Christi	PRMTTXXA	\$870.25	\$695.52
Ft Worth	PRRNTXXA	\$724.20	\$0.00
San Antonio	PRSLTXPS	\$791.09	\$0.00
Frisco	PRSPTXFI	\$266.74	\$0.00
McKinney	PRTNTXRE	\$289.54	\$0.00
Tomball	PRVWTXPR	\$460.52	\$0.00

Corpus Christi	PTALTXXA	\$1,674.92	\$361.93
Corpus Christi	PTANTXXA	\$650.77	\$361.93
Galveston	PTBLTXPT	\$278.14	\$0.00
Humble	PTERTXXA	\$339.00	\$0.00
San Antonio	PTETTXPO	\$494.72	\$0.00
Humble	PTHSTXXA	\$372.17	\$0.00
Corpus Christi	PTLDTXXA	\$313.33	\$695.52
Corpus Christi	PTLVTXXA	\$1,054.45	\$695.52
Corpus Christi	PTOCTXXA	\$1,136.61	\$695.52
McKinney	PTSBTXST	\$642.91	\$0.00
Corpus Christi	PTTSTXXA	\$864.44	\$0.00
Ft Worth	PTTVTXXA	\$1,154.46	\$0.00
Dallas	PYSPTXXA	\$793.16	\$0.00
Amarillo	PYTNTXXA	\$1,984.01	\$431.48
Dallas	QNLNTXXA	\$633.75	\$1,610.00
Corpus Christi	RBTNTXXA	\$422.30	\$695.52
Austin	RCDLTXR	\$677.10	\$0.00
Tomball	RCHRTXXA	\$600.27	\$0.00
Dallas	RCLDTXXA	\$1,171.06	\$431.48
Corpus Christi	RCPTTXRP	\$484.09	\$0.00
Dallas	RCSNTXBZ	\$198.35	\$0.00
San Antonio	RCSPTXXA	\$2,027.48	\$361.93
Dallas	RDOKTXHO	\$414.93	\$0.00
Corpus Christi	REFGTXRF	\$586.68	\$0.00
Ft Worth	RENPTXXA	\$500.65	\$1,610.00
Keller	RHMETXXA	\$483.64	\$0.00
Dallas	RICETXXA	\$700.96	\$1,610.00
Ft Worth	RIVSTXXA	\$615.45	\$390.26
San Antonio	RKCKTXXA	\$1,473.45	\$361.93
Humble	RKLWTXXA	\$2,162.31	\$431.48
Dallas	RKWLTXXA	\$380.73	\$0.00
Ft Worth	RNBYTXXA	\$696.63	\$0.00
San Antonio	RNGETXRU	\$825.29	\$0.00
Ft Worth	RNGRTXMI	\$1,121.65	\$0.00
San Antonio	RNMTTXXB	\$918.68	\$695.52
Dallas	RONETXXA	\$768.30	\$1,610.00
Keller	RONKTXWO	\$265.51	\$0.00
Rosenberg	RSBGTXRR	\$154.56	\$0.00
Houston	RSHRTXXA	\$508.84	\$695.52
Ft Worth	RSSTTXXA	\$1,671.42	\$431.48
Keller	RSTNTXXA	\$1,079.59	\$361.93
Humble	RUBYTXXA	\$1,147.90	\$361.93
Tomball	RVBKTXXR	\$359.27	\$583.46
Corpus Christi	RVRATXXA	\$1,003.35	\$361.93
Plano	RWLTTXXA	\$234.16	\$695.52
Dallas	RXTNTXXA	\$1,215.85	\$361.93
Dallas	RYCYTXNE	\$471.92	\$0.00
Humble	RYWDTXXA	\$549.89	\$1,610.00
San Antonio	SABNTXXA	\$655.68	\$361.93
Humble	SAGSTXSA	\$1,356.26	\$0.00
San Antonio	SBNLTXSB	\$825.29	\$0.00
Dallas	SCRYTXXA	\$526.38	\$390.26
Ft Worth	SDNYTXXA	\$1,671.67	\$361.93
Corpus Christi	SDRTTXXA	\$942.89	\$695.52
Humble	SEGNTXXA	\$1,047.05	\$361.93
Rosenberg	SELYTXSE	\$506.12	\$0.00
New Braunfels	SGINTXMQ	\$289.54	\$0.00
New Braunfels	SGINTXSG	\$357.94	\$0.00
Sugar Land	SGLDTXXD	\$144.47	\$390.26

Sugar Land	SGLDTXXE	\$144.47	\$390.26
Plano	SHMNTXXA	\$709.86	\$695.52
Corpus Christi	SHNRTXSH	\$1,464.39	\$0.00
Humble	SHPHTXXA	\$616.91	\$695.52
Amarillo	SHRKTXXSR	\$1,202.22	\$0.00
Dallas	SHRLTXXA	\$854.90	\$1,610.00
Tomball	SHROTXXA	\$647.45	\$0.00
Corpus Christi	SINTTXSI	\$381.51	\$0.00
Corpus Christi	SKDMTXSK	\$586.68	\$0.00
Amarillo	SKLYTXSK	\$689.27	\$0.00
Dallas	SLCMTXXA	\$2,178.91	\$431.48
Ft Worth	SLIDTXXA	\$656.88	\$0.00
Dallas	SLSPTXXA	\$1,064.73	\$695.52
Rosenberg	SMLKTXSM	\$335.14	\$0.00
San Antonio	SMLYTXXA	\$785.51	\$695.52
Buda	SMRCTXXA	\$387.56	\$0.00
San Antonio	SMRTTXXA	\$427.13	\$695.52
Austin	SMVLTXXSM	\$620.11	\$0.00
San Antonio	SMVYTXXA	\$646.46	\$361.93
San Antonio	SNANTX91	\$209.75	\$0.00
San Antonio	SNANTXBA	\$141.68	\$0.00
San Antonio	SNANTXCA	\$128.80	\$0.00
San Antonio	SNANTXCU	\$154.56	\$0.00
San Antonio	SNANTXDI	\$141.68	\$0.00
San Antonio	SNANTXED	\$154.56	\$0.00
San Antonio	SNANTXFR	\$141.68	\$0.00
San Antonio	SNANTXGE	\$243.95	\$0.00
San Antonio	SNANTXHE	\$300.94	\$0.00
San Antonio	SNANTXIC	\$278.14	\$0.00
San Antonio	SNANTXJA	\$335.14	\$0.00
San Antonio	SNANTXLA	\$154.56	\$0.00
San Antonio	SNANTXLE	\$154.56	\$0.00
San Antonio	SNANTXLS	\$154.56	\$0.00
San Antonio	SNANTXMA	\$154.56	\$0.00
San Antonio	SNANTXMC	\$154.56	\$0.00
San Antonio	SNANTXPA	\$266.74	\$0.00
San Antonio	SNANTXPE	\$154.56	\$0.00
San Antonio	SNANTXSA	\$300.94	\$0.00
San Antonio	SNANTXSH	\$198.35	\$0.00
San Antonio	SNANTXSL	\$154.56	\$0.00
San Antonio	SNANTXSO	\$255.35	\$0.00
San Antonio	SNANTXTA	\$141.68	\$0.00
San Antonio	SNANTXTH	\$346.54	\$0.00
San Antonio	SNANTXUC	\$266.74	\$0.00
San Antonio	SNANTXWA	\$154.56	\$0.00
San Antonio	SNANTXWE	\$154.56	\$0.00
Corpus Christi	SNDGTXSD	\$769.06	\$0.00
Amarillo	SNFRTXXA	\$960.78	\$431.48
Georgetown	SNGBTXXA	\$549.67	\$695.52
Dallas	SNGRTXXA	\$595.44	\$0.00
San Antonio	SNMGTXXA	\$825.88	\$361.93
Amarillo	SNRYTXXA	\$1,253.12	\$431.48
Ft Worth	SNSTTXXA	\$789.76	\$0.00
Dickinson	SNTFTXXA	\$296.23	\$695.52
Ft Worth	SNTOTXXA	\$755.04	\$0.00
Humble	SPLDTXSP	\$355.49	\$0.00
Amarillo	SPMNTXXA	\$1,594.20	\$431.48
Spring	SPRNTXNO	\$154.56	\$0.00
Tomball	SPRNTXSM	\$323.74	\$0.00

Spring	SPRNTXSO	\$154.56	\$0.00
Ft Worth	SPTWTXXA	\$535.91	\$1,610.00
Amarillo	SRFDTXXA	\$1,104.09	\$361.93
Amarillo	SRFRTXXA	\$1,626.68	\$431.48
Corpus Christi	SRTATXXA	\$1,053.71	\$361.93
Humble	SRTGTXXA	\$643.97	\$1,610.00
San Antonio	SSDLTXXA	\$801.88	\$361.93
San Antonio	STDLTXXA	\$506.44	\$0.00
Houston	STFRTXXA	\$284.04	\$695.52
Dallas	STJOTXXA	\$873.87	\$0.00
San Antonio	STLRTXXA	\$800.94	\$361.93
Dallas	STMNTXXA	\$1,287.61	\$431.48
Amarillo	STNTTXST	\$723.47	\$0.00
San Antonio	STNWTXXA	\$773.39	\$695.52
San Antonio	STRNTXXA	\$1,288.77	\$361.93
Ft Worth	STRWTXOR	\$984.87	\$0.00
San Antonio	STSPTXXA	\$495.96	\$1,610.00
Ft Worth	STVLTXXB	\$889.43	\$0.00
Amarillo	STVNTXXA	\$1,557.39	\$361.93
Houston	SWNYTXXA	\$838.51	\$390.26
Corpus Christi	TAFTTXXA	\$373.85	\$695.52
Dallas	TAWKTXXA	\$681.71	\$1,610.00
Austin	TAYLTXTA	\$392.13	\$0.00
Tomball	TBLLTXKL	\$154.56	\$0.00
Tomball	TBLLXTB	\$154.56	\$0.00
Dallas	TEPHTXXA	\$951.11	\$1,610.00
Austin	THDLTXXA	\$567.57	\$695.52
Amarillo	THRPTXXA	\$1,540.60	\$361.93
Corpus Christi	THRRTXXA	\$1,015.54	\$695.52
Plano	TIOGTXXB	\$636.19	\$695.52
Corpus Christi	TIVOTXXA	\$882.36	\$695.52
Ft Worth	TLARTXXA	\$764.89	\$390.26
Corpus Christi	TLDNTXXA	\$1,691.71	\$361.93
Plano	TMBNTXXA	\$667.47	\$1,610.00
Humble	TMPSTXTM	\$1,491.50	\$0.00
Dallas	TNCLTXXA	\$1,048.35	\$0.00
Houston	TNHATXXA	\$2,151.75	\$431.48
Dallas	TOSPTXXA	\$747.81	\$0.00
Dallas	TRENTXXA	\$642.54	\$695.52
Dallas	TRNDTXXA	\$848.30	\$0.00
Tomball	TRNYTXXA	\$1,093.01	\$431.48
San Antonio	TRPLTXXA	\$830.17	\$361.93
Dallas	TRRLTXJO	\$517.52	\$0.00
Dallas	TRUPTXXA	\$1,219.35	\$0.00
Dallas	TUKRTXXA	\$1,141.52	\$0.00
Dickinson	TXCYTXLM	\$320.65	\$0.00
Dickinson	TXCYTXXC	\$320.75	\$0.00
Amarillo	TXLNTXXA	\$2,027.48	\$361.93
Amarillo	UMBRTXXA	\$717.93	\$361.93
San Antonio	UTOPTXXA	\$1,152.14	\$361.93
San Antonio	UVLDTXUV	\$1,064.66	\$0.00
Dallas	VALSTXXA	\$605.35	\$695.52
Corpus Christi	VCTATXXI	\$1,019.84	\$0.00
Amarillo	VEGATXXA	\$895.82	\$431.48
San Antonio	VGRNTXXA	\$2,329.68	\$361.93
Rosenberg	VLLDTXVL	\$357.94	\$0.00
Carrollton	VLVWTXXA	\$936.57	\$361.93
Dallas	VLVWTXXB	\$885.82	\$361.93
Corpus Christi	VNDRTXXA	\$1,245.57	\$695.52

El Paso	VNTNTXMA	\$278.92	\$0.00
San Antonio	WAELTXXA	\$1,473.45	\$361.93
Rosenberg	WALSTXXA	\$413.31	\$695.52
Tomball	WASHTXXA	\$619.14	\$0.00
Houston	WCLMTXXA	\$695.66	\$0.00
Corpus Christi	WDBOTXWB	\$529.69	\$0.00
Dallas	WEVRTXXA	\$1,018.46	\$1,610.00
Dallas	WFCYTXGY	\$745.49	\$0.00
Amarillo	WGTNTXXA	\$1,886.56	\$431.48
Plano	WHBOTXXC	\$798.87	\$695.52
Amarillo	WHDRTXXA	\$1,009.50	\$431.48
Amarillo	WHLRTXXA	\$1,805.34	\$431.48
Rosenberg	WHTNTXWH	\$483.32	\$0.00
Dallas	WHWRTXXA	\$681.71	\$1,610.00
Tomball	WILSTXXA	\$509.75	\$695.52
San Antonio	WLCYTXXA	\$906.58	\$695.52
Tomball	WLDMTXXW	\$444.71	\$583.46
Amarillo	WLDRTXXA	\$684.68	\$431.48
Tomball	WLLRTXWL	\$414.93	\$0.00
Humble	WLLSTXXW	\$1,271.02	\$583.46
Dallas	WLMRTXXA	\$425.04	\$1,610.00
Dallas	WLPTTXNO	\$688.50	\$0.00
Dallas	WLPTTXTR	\$699.90	\$0.00
Buda	WMBRTXXA	\$432.28	\$695.52
San Antonio	WMRTXXA	\$1,950.55	\$361.93
Dallas	WNDMTXXA	\$864.52	\$1,610.00
Ft Worth	WICBTXXA	\$1,073.90	\$431.48
San Antonio	WSHFTXXA	\$1,255.18	\$361.93
Amarillo	WSWYTXXA	\$1,087.29	\$361.93
Ft Worth	WTFRTXBC	\$517.52	\$0.00
Ft Worth	WTFRTXLY	\$517.52	\$0.00
Humble	WTWDTXXA	\$856.20	\$390.26
Dallas	WXHCTXWE	\$414.93	\$0.00
Plano	WYLITXXA	\$234.16	\$695.52
Corpus Christi	YKUMTXYK	\$1,361.80	\$0.00
Dallas	YNTSTXXA	\$1,423.09	\$361.93
Corpus Christi	YRTWTXYT	\$1,111.03	\$0.00

DS3 ACCESS RATES			
City	Hub CLLI	MRC	NRC
McKinney	ABRYTXGI	\$3,699.78	\$0.00
Ft Worth	ACTNTXXA	\$4,823.37	\$428.90
Amarillo	ADRNTXXA	\$5,083.49	\$1,159.20
Austin	ADVLTXAV	\$6,485.08	\$0.00
Corpus Christi	AGDLTXXA	\$3,638.56	\$1,288.00
Houston	AGTNTXDA	\$4,359.88	\$0.00
Houston	AGTNTXTI	\$4,141.86	\$0.00
Dallas	ALBATXXA	\$9,240.72	\$1,288.00
Corpus Christi	ALICTXAL	\$4,765.60	\$0.00
Allen	ALLNTXSA	\$2,478.76	\$0.00
Amarillo	ALSNTXAL	\$9,318.68	\$0.00
Humble	ALTOTXXO	\$11,969.23	\$644.00
Ft Worth	ALVDTXTI	\$3,670.80	\$0.00
Alvin	ALVNTXAL	\$3,438.96	\$0.00
Ft Worth	ALVRTXXA	\$7,507.58	\$0.00
Ft Worth	ALXNTXXA	\$8,347.04	\$395.42
Amarillo	AMRLTX02	\$1,449.00	\$0.00
Amarillo	AMRLTXDI	\$2,801.40	\$0.00

Amarillo	AMRLTXEV	\$2,376.36	\$0.00
Amarillo	AMRLTXFL	\$2,305.52	\$0.00
Amarillo	AMRLTXOS	\$2,659.72	\$0.00
McKinney	ANNATXWA	\$3,992.80	\$0.00
Corpus Christi	ANRSTXXA	\$8,446.96	\$395.42
Humble	APSTXXP	\$9,730.03	\$644.00
Houston	ARCLTXXA	\$2,877.64	\$1,288.00
Carrollton	ARGYTXXB	\$4,121.60	\$1,288.00
Corpus Christi	ARMSTXXA	\$9,816.03	\$395.42
Corpus Christi	ARPSTXXA	\$2,840.85	\$1,288.00
Tomball	ARSNTXXA	\$7,701.60	\$0.00
San Antonio	ARWLTXXA	\$9,249.95	\$395.42
San Antonio	ASTNTXAS	\$8,694.00	\$0.00
Humble	ATASTXXA	\$4,535.77	\$0.00
Dallas	ATHNTXXA	\$8,965.33	\$0.00
Houston	ATONTXXA	\$7,025.15	\$1,159.20
Austin	AUSTTX02	\$2,415.00	\$0.00
Austin	AUSTTXBC	\$2,659.72	\$0.00
Austin	AUSTTXBE	\$3,155.60	\$0.00
Austin	AUSTTXCF	\$2,415.00	\$0.00
Austin	AUSTTXCR	\$2,753.10	\$0.00
Austin	AUSTTXCV	\$2,659.72	\$0.00
Austin	AUSTTXEV	\$2,415.00	\$0.00
Austin	AUSTTXFA	\$1,449.00	\$0.00
Austin	AUSTTXFI	\$1,352.40	\$0.00
Austin	AUSTTXGR	\$1,255.80	\$0.00
Austin	AUSTTXHI	\$1,352.40	\$0.00
Austin	AUSTTXHO	\$1,352.40	\$0.00
Austin	AUSTTXJO	\$1,449.00	\$0.00
Austin	AUSTTXLE	\$2,801.40	\$0.00
Austin	AUSTTXLT	\$2,801.40	\$0.00
Austin	AUSTTXLW	\$2,872.24	\$0.00
Austin	AUSTTXMA	\$2,820.72	\$0.00
Austin	AUSTTXMC	\$2,617.86	\$0.00
Austin	AUSTTXMF	\$2,518.04	\$0.00
Austin	AUSTTXPF	\$2,518.04	\$0.00
Austin	AUSTTXRR	\$1,449.00	\$0.00
Austin	AUSTTXTE	\$1,352.40	\$0.00
Austin	AUSTTXTW	\$2,376.36	\$0.00
Austin	AUSTTXWA	\$2,347.38	\$0.00
Austin	AUSUTXEN	\$2,144.52	\$0.00
Ft Worth	AZLETXXA	\$3,362.45	\$1,288.00
San Antonio	BAVLTXBK	\$9,650.34	\$0.00
Dallas	BAWLTXXA	\$7,640.17	\$1,159.20
Austin	BCDMTXXA	\$8,252.45	\$1,288.00
Dickinson	BCLFTXXA	\$3,445.22	\$1,288.00
Tomball	BEDSTXXA	\$5,634.11	\$1,159.20
Corpus Christi	BEVLTXBV	\$5,087.60	\$0.00
Dallas	BFLOTXXA	\$7,275.80	\$1,159.20
San Antonio	BGWLTXBW	\$7,728.00	\$0.00
Baytown	BHCYTXXA	\$3,594.52	\$1,288.00
Houston	BKSHTXXA	\$4,510.47	\$644.00
San Antonio	BLANTXXA	\$4,094.47	\$1,288.00
San Antonio	BLCNTXXA	\$4,996.58	\$395.42
Ft Worth	BLDLTXXA	\$6,963.51	\$395.42
Houston	BLNCTXXA	\$7,724.65	\$395.42
Rosenberg	BLNGTXXA	\$7,275.94	\$1,288.00
Dallas	BLRDTXXA	\$12,016.40	\$0.00
Plano	BLRGTXXA	\$7,284.10	\$1,288.00

Dallas	BLSMTXXA	\$8,854.57	\$395.42
Dallas	BLSVTXXA	\$8,233.24	\$1,288.00
Corpus Christi	BLTNTXXA	\$5,499.93	\$1,288.00
Ft Worth	BLUMTXXA	\$5,490.09	\$428.90
Rosenberg	BLVLTXBL	\$4,916.94	\$0.00
San Antonio	BLVRTXXA	\$4,277.05	\$395.42
San Antonio	BNDRTXBD	\$4,308.36	\$0.00
Dallas	BNFRTXXA	\$7,986.75	\$395.42
Amarillo	BNHLTXXA	\$11,943.12	\$395.42
Plano	BNHMTXXA	\$4,864.75	\$1,288.00
Corpus Christi	BNVDTXBN	\$6,182.40	\$0.00
Carrollton	BNVLTXXA	\$4,121.60	\$1,288.00
Dallas	BNWHTXXA	\$5,714.62	\$1,288.00
Dallas	BOGTXXA	\$7,385.79	\$1,159.20
Amarillo	BOKRTXXA	\$8,586.85	\$1,159.20
San Antonio	BORNTXXA	\$3,316.60	\$1,288.00
Amarillo	BOVNTXXA	\$6,616.21	\$1,159.20
Ft Worth	BOYDTXXA	\$5,228.16	\$0.00
Dallas	BRBOTXXA	\$10,204.18	\$0.00
Corpus Christi	BRCLTXXA	\$7,949.54	\$0.00
Humble	BRDDTXXA	\$8,467.71	\$1,159.20
San Antonio	BRDLTXXA	\$12,646.23	\$395.42
Amarillo	BRGRTXBG	\$4,997.44	\$0.00
Georgetown	BRGSTXXB	\$7,435.43	\$1,288.00
Tomball	BRHMTXBR	\$5,863.62	\$0.00
Ft Worth	BRPTXXA	\$6,823.68	\$0.00
Ft Worth	BRRTXHI	\$7,985.60	\$0.00
Dallas	BRSHTXXA	\$8,845.87	\$1,288.00
Dallas	BRSTTXXA	\$7,089.65	\$1,288.00
Dallas	BRTHTXXA	\$9,579.17	\$1,288.00
Tomball	BRTOTXXA	\$9,221.22	\$1,288.00
Georgetown	BTRTXXA	\$7,258.58	\$1,288.00
Corpus Christi	BRUNTXBR	\$8,050.00	\$0.00
Dallas	BRWLTXXA	\$7,610.14	\$1,288.00
Houston	BRZRTXXA	\$6,478.03	\$395.42
Houston	BRZRTXXB	\$7,523.45	\$395.42
Corpus Christi	BSHPTXXA	\$3,479.03	\$1,288.00
Rosenberg	BSLYTXXA	\$4,408.05	\$644.00
Corpus Christi	BSNGTXXA	\$7,414.46	\$1,288.00
Austin	BSTRTXBS	\$3,864.00	\$0.00
Ft Worth	BSVLTXA	\$6,756.78	\$0.00
Humble	BTSNTXXA	\$8,692.39	\$1,288.00
San Antonio	BTVLTXBV	\$6,768.44	\$0.00
Buda	BUDATXXA	\$2,777.35	\$1,288.00
Georgetown	BURNTXXA	\$7,874.87	\$1,288.00
Rosenberg	BYCYTXBY	\$5,931.24	\$0.00
Amarillo	BYRNTXXA	\$4,262.39	\$1,159.20
Corpus Christi	BYSDTXBY	\$3,606.40	\$0.00
Baytown	BYTWTXXA	\$3,207.73	\$1,288.00
Baytown	BYTWTXXB	\$3,101.98	\$1,288.00
Baytown	BYTWTXXC	\$3,338.88	\$1,288.00
Dallas	CASHTXXA	\$7,681.97	\$1,288.00
Dallas	CAYGTXAB	\$10,307.28	\$0.00
Amarillo	CCTSTXXA	\$5,576.15	\$1,159.20
Dallas	CDMLTXXA	\$7,329.08	\$1,288.00
Amarillo	CDWRTXXA	\$11,272.60	\$395.42
McKinney	CELNTXDU	\$3,699.78	\$0.00
Plano	CELSTXXA	\$7,749.23	\$1,288.00
Humble	CENTTXXC	\$11,285.21	\$644.00

Humble	CHESTXXA	\$11,432.76	\$395.42
Ft Worth	CHICTXXA	\$7,425.01	\$0.00
Dallas	CHNDTXXA	\$10,808.25	\$0.00
Amarillo	CHNGTXXA	\$4,809.79	\$1,159.20
Corpus Christi	CHRCTXXA	\$9,112.60	\$0.00
San Antonio	CHRLTXXA	\$4,239.86	\$1,288.00
Humble	CHRNTXCH	\$10,597.02	\$0.00
San Antonio	CHRSTXCH	\$4,958.80	\$0.00
Ft Worth	CISCTXHI	\$8,436.40	\$0.00
Amarillo	CLADTXXB	\$3,988.69	\$1,159.20
Ft Worth	CLBNTXMI	\$3,864.00	\$0.00
Amarillo	CLDNTXXA	\$5,576.15	\$1,159.20
Amarillo	CLETTXXA	\$5,349.68	\$395.42
Humble	CLEVTXCL	\$4,218.20	\$0.00
Rosenberg	CLMBTXCL	\$5,931.24	\$0.00
El Paso	CLNTTXMA	\$2,659.72	\$0.00
Houston	CLSPTXXA	\$7,121.36	\$395.42
Houston	CLUTTXCL	\$4,733.70	\$0.00
Houston	CLUTTXLJ	\$5,280.80	\$0.00
Dallas	CMBYTXXA	\$6,445.86	\$395.42
San Antonio	CMFTTXXA	\$6,703.63	\$395.42
Dallas	CMPBTXXA	\$6,104.08	\$395.42
Dallas	CMRCTXXA	\$6,878.78	\$0.00
San Antonio	CMTNTXCB	\$5,216.40	\$0.00
San Antonio	CMWDTXXA	\$12,429.16	\$395.42
Corpus Christi	CNCPTXXA	\$9,816.03	\$395.42
Amarillo	CNDNTXCD	\$8,822.80	\$0.00
San Antonio	CNPNTXXA	\$6,462.85	\$395.42
El Paso	CNTLTXXMA	\$2,518.04	\$0.00
Dallas	CNTNTXXA	\$5,163.62	\$1,288.00
Humble	CNTRTXCN	\$12,084.66	\$0.00
Dallas	CNVLTXXA	\$7,853.66	\$1,159.20
Amarillo	CNYNTXCY	\$3,297.28	\$0.00
Dallas	COMOTXXA	\$9,946.36	\$1,288.00
Spring	CONRTXXA	\$4,654.27	\$644.00
Dallas	COPRTXXA	\$8,499.94	\$0.00
San Antonio	COSTTXXA	\$9,484.55	\$395.42
Plano	COVLTXXA	\$4,030.06	\$1,288.00
Austin	CPLDTXXA	\$6,681.26	\$1,288.00
Ft Worth	CRBNTXXA	\$9,297.39	\$395.42
Corpus Christi	CRCHTXBU	\$2,447.20	\$0.00
Corpus Christi	CRCHTXCA	\$2,833.60	\$0.00
Corpus Christi	CRCHTXFB	\$2,769.20	\$0.00
Corpus Christi	CRCHTXPD	\$3,155.60	\$0.00
Corpus Christi	CRCHTXTE	\$2,318.40	\$0.00
Corpus Christi	CRCHTXTU	\$1,255.80	\$0.00
Corpus Christi	CRCHTXWY	\$2,511.60	\$0.00
Humble	CRCTTXXA	\$7,437.31	\$1,159.20
San Antonio	CRCYTXCC	\$8,256.08	\$0.00
Humble	CRGNTXCR	\$7,476.84	\$0.00
San Antonio	CRMLTXXA	\$5,888.49	\$395.42
Houston	CRMNTXXA	\$10,038.88	\$395.42
Ft Worth	CRPLTXXA	\$8,980.98	\$1,159.20
Houston	CRSBTXXA	\$2,406.76	\$1,288.00
Dallas	CRSCTXTR	\$5,345.20	\$0.00
Ft Worth	CRSNTXXA	\$4,453.88	\$428.90
San Antonio	CRSPTXCS	\$8,758.40	\$0.00
Carrollton	CRTNTXXA	\$2,582.44	\$1,288.00
Carrollton	CRTNTXXB	\$2,511.60	\$1,288.00

Carrollton	CRTNTXXC	\$2,369.92	\$1,288.00
Carrollton	CRTNTXXD	\$2,582.44	\$1,288.00
Ft Worth	CRTOTXXA	\$9,365.50	\$395.42
Humble	CSNGTXXA	\$9,240.51	\$1,159.20
San Antonio	CSVLTXCT	\$3,084.76	\$0.00
San Antonio	CTLLTXCO	\$7,341.60	\$0.00
San Antonio	CTRNTXCR	\$8,565.20	\$0.00
Humble	CTSHTXXC	\$4,913.08	\$644.00
Corpus Christi	CUERTXCR	\$7,792.40	\$0.00
Ft Worth	CVTNTXXA	\$5,373.38	\$428.90
Houston	CYPRTXCY	\$2,955.96	\$0.00
Buda	DALETXXA	\$7,100.09	\$1,288.00
Rosenberg	DAMNTXXA	\$4,738.09	\$644.00
Rosenberg	DAMNTXXB	\$4,179.55	\$644.00
Amarillo	DAWNTXXA	\$6,690.72	\$395.42
Humble	DBLLTXXD	\$9,004.37	\$644.00
Ft Worth	DBLNTXXA	\$9,413.28	\$0.00
Dickinson	DCSNTXXA	\$3,330.12	\$1,288.00
Ft Worth	DCTRXXA	\$6,165.40	\$0.00
Amarillo	DDSNTXXA	\$8,367.89	\$1,159.20
Ft Worth	DELNTXXA	\$9,581.35	\$395.42
Dallas	DEPTXXA	\$7,334.27	\$1,159.20
McKinney	DESNTXHO	\$5,520.11	\$0.00
San Antonio	DEVNTXDV	\$3,793.16	\$0.00
Irving	DFIATXXA	\$2,299.08	\$1,288.00
San Antonio	DHNSTXXA	\$6,019.73	\$395.42
El Paso	DLCYTXXA	\$10,490.33	\$395.42
Amarillo	DLHRTXXA	\$6,287.77	\$1,159.20
Dallas	DLLSTX23	\$2,125.20	\$0.00
Addison	DLLSTXAD	\$1,255.80	\$0.00
Dallas	DLLSTXCH	\$3,091.20	\$0.00
Dallas	DLLSTXDA	\$2,382.80	\$0.00
Dallas	DLLSTXDI	\$1,352.40	\$0.00
Dallas	DLLSTXDN	\$2,704.80	\$0.00
Dallas	DLLSTXDS	\$3,026.80	\$0.00
Dallas	DLLSTXDV	\$2,769.20	\$0.00
Dallas	DLLSTXEM	\$1,352.40	\$0.00
Dallas	DLLSTXEV	\$2,447.20	\$0.00
Dallas	DLLSTXEX	\$2,576.00	\$0.00
Dallas	DLLSTXFB	\$1,352.40	\$0.00
Dallas	DLLSTXFE	\$2,447.20	\$0.00
Dallas	DLLSTXFL	\$2,221.80	\$0.00
Dallas	DLLSTXFR	\$2,447.20	\$0.00
Grand Prairie	DLLSTXGP	\$2,479.40	\$0.00
Dallas	DLLSTXHA	\$2,189.60	\$0.00
Dallas	DLLSTXHU	\$2,769.20	\$0.00
Dallas	DLLSTXLA	\$2,189.60	\$0.00
Dallas	DLLSTXLN	\$2,898.00	\$0.00
Dallas	DLLSTXMC	\$2,479.40	\$0.00
Dallas	DLLSTXME	\$1,352.40	\$0.00
Dallas	DLLSTXMS	\$2,769.20	\$0.00
Dallas	DLLSTXNM	\$2,550.24	\$0.00
Irving	DLLSTXNO	\$1,352.40	\$0.00
Dallas	DLLSTXRE	\$1,352.40	\$0.00
Dallas	DLLSTXRI	\$1,255.80	\$0.00
Dallas	DLLSTXRN	\$1,255.80	\$0.00
Dallas	DLLSTXRO	\$1,255.80	\$0.00
Dallas	DLLSTXRY	\$2,769.20	\$0.00
Dallas	DLLSTXSE	\$3,155.60	\$0.00

Dallas	DLLSTXSU	\$2,820.72	\$0.00
Dallas	DLLSTXTA	\$1,255.80	\$0.00
Dallas	DLLSTXTL	\$2,093.00	\$0.00
Whitehall	DLLSTXWH	\$2,254.00	\$0.00
San Antonio	DLlyTXXA	\$5,844.36	\$1,288.00
San Antonio	DLRITXXA	\$11,109.00	\$1,288.00
San Antonio	DLRITXXB	\$9,958.25	\$1,288.00
San Antonio	DLRSTXXA	\$13,237.25	\$395.42
Amarillo	DMMTTXXA	\$5,357.19	\$1,159.20
Carrollton	DNTNTXXA	\$3,786.72	\$1,288.00
San Antonio	DOSSTXXA	\$7,734.34	\$395.42
Dallas	DRCHTXXA	\$7,541.92	\$1,288.00
Buda	DRSPTXXA	\$3,147.91	\$1,288.00
Amarillo	DRZTTXXB	\$9,024.77	\$1,159.20
Ft Worth	DSDMTXXA	\$8,663.49	\$395.42
El Paso	DSHVTXXA	\$5,908.46	\$395.42
Dallas	DTRTTXXA	\$7,591.87	\$1,159.20
Amarillo	DUMSTXXA	\$4,974.01	\$1,159.20
Humble	DVRSTXXA	\$8,404.07	\$1,288.00
Baytown	DYTNtXDY	\$4,147.36	\$0.00
Rosenberg	EBRNTXXA	\$3,444.54	\$1,288.00
Dallas	ECTRTXXA	\$5,010.91	\$1,288.00
Corpus Christi	EDNATXED	\$8,050.00	\$0.00
Dallas	EDWDTXTW	\$5,409.60	\$0.00
Rosenberg	EGLKTXXE	\$5,187.42	\$0.00
Amarillo	EGLNTXXA	\$10,602.09	\$395.42
San Antonio	EGPSTXEP	\$10,735.48	\$0.00
Dallas	EKHTTXXA	\$7,593.42	\$1,159.20
Rosenberg	ELCMTXEL	\$5,796.00	\$0.00
Austin	ELGNTXEL	\$3,564.54	\$0.00
El Paso	ELPSTXEA	\$2,305.52	\$0.00
El Paso	ELPSTXHA	\$1,449.00	\$0.00
El Paso	ELPSTXHC	\$2,588.88	\$0.00
El Paso	ELPSTXMA	\$1,449.00	\$0.00
El Paso	ELPSTXMS	\$2,943.08	\$0.00
El Paso	ELPSTXNE	\$2,659.72	\$0.00
El Paso	ELPSTXNO	\$1,449.00	\$0.00
El Paso	ELPSTXSE	\$1,449.00	\$0.00
El Paso	ELPSTXSH	\$2,447.20	\$0.00
El Paso	ELPSTXYS	\$1,449.00	\$0.00
Dallas	EMHSTXXA	\$8,154.11	\$1,288.00
Dallas	EMRYTXXA	\$8,778.90	\$1,288.00
San Antonio	ENCLTXEC	\$9,080.40	\$0.00
Corpus Christi	ENCNTXXA	\$10,763.84	\$395.42
Dallas	ENNSTXTR	\$4,186.00	\$0.00
Ft Worth	ESLDTXMA	\$7,921.20	\$0.00
Dallas	ESTCTXXA	\$8,270.13	\$0.00
Amarillo	ESTLTXXA	\$7,492.05	\$1,159.20
Humble	ETOLTXXE	\$12,066.11	\$644.00
Ft Worth	EVNTTXXA	\$11,934.97	\$395.42
Humble	EVRGTXXA	\$6,982.14	\$395.42
El Paso	FBNSTXXC	\$3,331.81	\$1,159.20
Ft Worth	FLATTXXA	\$12,718.32	\$0.00
Corpus Christi	FLFRTXXA	\$5,127.64	\$1,288.00
Amarillo	FLLTTXXA	\$9,407.95	\$1,159.20
Humble	FLSPTXXF	\$9,985.35	\$644.00
Corpus Christi	FLTOTXFL	\$10,497.20	\$0.00
San Antonio	FLVLTXXA	\$7,226.20	\$1,288.00
San Antonio	FRBGTXXA	\$5,062.06	\$1,288.00

San Antonio	FRCNTXXA	\$11,049.10	\$395.42
Corpus Christi	FRERTXFR	\$6,955.20	\$0.00
Dallas	FRFDTXXB	\$6,625.48	\$1,159.20
Amarillo	FRINTXXA	\$5,904.59	\$1,159.20
Amarillo	FRIOTXXA	\$8,367.03	\$395.42
Dallas	FRNYTXHI	\$3,284.40	\$0.00
Houston	FRPTTXFR	\$5,705.84	\$0.00
Dallas	FRRSTXXA	\$6,608.05	\$1,288.00
Frisco	FRSCTXCO	\$2,685.48	\$0.00
Frisco	FRSCTXES	\$2,888.34	\$0.00
Frisco	FRSCTXWE	\$3,091.20	\$0.00
Amarillo	FRTCTXXA	\$4,262.39	\$1,159.20
Dallas	FRTNTXXA	\$11,498.62	\$0.00
McKinney	FRVLTXST	\$3,735.20	\$0.00
Amarillo	FRWLTXXA	\$12,948.91	\$395.42
Keller	FSBGTXXA	\$7,528.91	\$395.42
El Paso	FTHNTXXC	\$4,536.09	\$1,159.20
Ft Worth	FTWOTXAL	\$3,155.60	\$0.00
Ft Worth	FTWOTXAR	\$2,888.34	\$0.00
Ft Worth	FTWOTXAT	\$2,617.86	\$0.00
Ft Worth	FTWOTXAX	\$2,576.00	\$0.00
Ft Worth	FTWOTXBB	\$2,704.80	\$0.00
Ft Worth	FTWOTXBE	\$2,898.00	\$0.00
Ft Worth	FTWOTXBN	\$3,026.80	\$0.00
Mansfield	FTWOTXBR	\$3,155.60	\$0.00
Ft Worth	FTWOTXBU	\$2,704.80	\$0.00
Ft Worth	FTWOTXBY	\$2,898.00	\$0.00
Ft Worth	FTWOTXCE	\$2,576.00	\$0.00
Ft Worth	FTWOTXCF	\$2,212.14	\$0.00
Ft Worth	FTWOTXCI	\$2,640.40	\$0.00
Ft Worth	FTWOTXCP	\$2,212.14	\$0.00
Ft Worth	FTWOTXCR	\$2,479.40	\$0.00
Ft Worth	FTWOTXEC	\$2,704.80	\$0.00
Ft Worth	FTWOTXED	\$1,255.80	\$0.00
Ft Worth	FTWOTXEU	\$1,352.40	\$0.00
Ft Worth	FTWOTXGL	\$2,447.20	\$0.00
Ft Worth	FTWOTXJE	\$2,318.40	\$0.00
Ft Worth	FTWOTXKE	\$2,801.40	\$0.00
Ft Worth	FTWOTXLW	\$2,576.00	\$0.00
Ft Worth	FTWOTXMA	\$2,376.36	\$0.00
Ft Worth	FTWOTXPE	\$2,382.80	\$0.00
Ft Worth	FTWOTXTE	\$2,305.52	\$0.00
Ft Worth	FTWOTXWA	\$2,254.00	\$0.00
Ft Worth	FTWOTXWS	\$2,576.00	\$0.00
Ft Worth	FTWPTXBJ	\$2,060.80	\$0.00
San Antonio	FWTNTXXA	\$8,268.05	\$395.42
Corpus Christi	GANDTXXA	\$13,712.61	\$395.42
Dallas	GBCYTXXA	\$7,637.81	\$0.00
Ft Worth	GDLYTXXA	\$4,486.62	\$428.90
Amarillo	GDNGTXXA	\$6,355.46	\$395.42
El Paso	GDPKTXXC	\$13,284.17	\$395.42
Houston	GDRCTXXA	\$6,562.37	\$395.42
Ft Worth	GDVWTXXA	\$5,034.75	\$428.90
San Antonio	GLLTXXA	\$8,238.18	\$1,288.00
Rosenberg	GLNFTXXA	\$6,501.05	\$0.00
Ft Worth	GLRSTXXA	\$4,885.14	\$1,159.20
Galveston	GLTNTXSH	\$4,926.60	\$0.00
Galveston	GLTNTXSO	\$4,997.44	\$0.00
Galveston	GLTNTXWI	\$4,997.44	\$0.00

Humble	GNLDTXXG	\$4,300.55	\$644.00
San Antonio	GNSTTXXA	\$11,235.30	\$395.42
Dallas	GNTRTXXA	\$3,826.27	\$1,288.00
Dallas	GNVLTXXGL	\$4,508.00	\$0.00
San Antonio	GNZLTXXA	\$5,647.88	\$1,288.00
Corpus Christi	GOLITXGO	\$5,924.80	\$0.00
Carrollton	GOVLTXXB	\$5,410.64	\$1,288.00
Humble	GPLDTXXA	\$8,055.55	\$1,159.20
Ft Worth	GRBYTXRA	\$4,314.80	\$0.00
Ft Worth	GRDNTXMY	\$6,118.00	\$0.00
Ft Worth	GRFRTXXA	\$8,627.02	\$0.00
Corpus Christi	GRGWTXXA	\$5,021.28	\$1,288.00
Plano	GRLDTXXA	\$2,466.84	\$1,288.00
Plano	GRLDTXXB	\$2,550.24	\$1,288.00
Plano	GRLDTXXC	\$2,653.28	\$1,288.00
Dallas	GRLDTXXE	\$3,189.09	\$1,288.00
Amarillo	GRLYTXXA	\$6,467.22	\$395.42
Ft Worth	GRMNTXXA	\$9,156.13	\$395.42
Georgetown	GRNGTXXA	\$3,332.15	\$1,288.00
Amarillo	GROMTXXA	\$4,755.05	\$1,159.20
Ft Worth	GRPRTXJP	\$2,594.35	\$0.00
Irving	GRPVTXXA	\$2,653.28	\$1,288.00
San Antonio	GRSHTXXB	\$5,770.82	\$1,288.00
Dallas	GRSLTXXA	\$5,633.45	\$1,288.00
Humble	GRSNTXXA	\$11,044.73	\$428.90
Georgetown	GRTWTXXA	\$2,473.10	\$1,288.00
Amarillo	GRVRTXGV	\$7,547.68	\$0.00
Rosenberg	GRWDTXGR	\$5,593.14	\$0.00
Frisco	GSVLTXHO	\$5,175.92	\$0.00
Ft Worth	GTVLTXXA	\$11,902.11	\$0.00
Humble	GVTNTXXA	\$6,612.99	\$1,159.20
Amarillo	HARTTXXA	\$5,630.89	\$1,159.20
Corpus Christi	HBVLTXHB	\$7,599.20	\$0.00
Amarillo	HDLYTXXA	\$6,342.51	\$1,159.20
Humble	HDSNTXXH	\$10,610.60	\$644.00
Baytown	HFMNTXXA	\$3,033.38	\$1,288.00
Baytown	HGLNTXXA	\$2,982.53	\$1,288.00
Amarillo	HGNSTXXA	\$9,024.77	\$1,159.20
Ft Worth	HICOTXXA	\$8,975.97	\$0.00
Humble	HMBLTXXA	\$4,094.53	\$0.00
Humble	HMBLTXXC	\$3,904.31	\$0.00
Tomball	HMPSTXHM	\$4,578.84	\$0.00
Ft Worth	HMTNTXXA	\$10,912.61	\$0.00
San Antonio	HNCCTXXA	\$6,568.36	\$395.42
Dallas	HNGVTXFR	\$6,246.80	\$0.00
Houston	HNTNTXXA	\$7,849.47	\$1,159.20
Spring	HNVTXHN	\$5,593.14	\$0.00
San Antonio	HONDTXHO	\$4,218.20	\$0.00
Plano	HOWETXXA	\$3,851.20	\$1,288.00
Amarillo	HPPYTXXA	\$4,207.65	\$1,159.20
Humble	HRDNTXXA	\$8,063.91	\$1,288.00
Amarillo	HRFRTXHF	\$5,068.28	\$0.00
San Antonio	HRPRTXXA	\$10,081.16	\$395.42
Amarillo	HRTLTXXA	\$5,576.15	\$1,159.20
Houston	HSTNTX08	\$2,093.00	\$0.00
Houston	HSTNTXAD	\$1,449.00	\$0.00
Houston	HSTNTXAI	\$1,352.40	\$0.00
Houston	HSTNTXAL	\$2,286.20	\$0.00
Houston	HSTNTXAP	\$3,013.92	\$0.00

Houston	HSTNTXBA	\$1,352.40	\$0.00
Houston	HSTNTXBR	\$2,482.62	\$0.00
Houston	HSTNTXBU	\$1,352.40	\$0.00
Houston	HSTNTXBW	\$2,730.56	\$0.00
Houston	HSTNTXCA	\$1,255.80	\$0.00
Houston	HSTNTXCH	\$2,872.24	\$0.00
Houston	HSTNTXCL	\$1,255.80	\$0.00
Houston	HSTNTXDP	\$2,872.24	\$0.00
Houston	HSTNTXEE	\$2,730.56	\$0.00
Houston	HSTNTXEH	\$2,588.88	\$0.00
Houston	HSTNTXFA	\$1,352.40	\$0.00
Houston	HSTNTXFR	\$2,305.52	\$0.00
Houston	HSTNTXGL	\$2,518.04	\$0.00
Houston	HSTNTXGP	\$1,449.00	\$0.00
Houston	HSTNTXGR	\$2,518.04	\$0.00
Houston	HSTNTXHO	\$1,352.40	\$0.00
Houston	HSTNTXHU	\$2,447.20	\$0.00
Houston	HSTNTXID	\$2,588.88	\$0.00
Dallas	HSTNTXJA	\$1,352.40	\$0.00
Houston	HSTNTXLA	\$2,753.10	\$0.00
Baytown	HSTNTXLP	\$3,297.28	\$0.00
Houston	HSTNTXMA	\$3,084.76	\$0.00
Houston	HSTNTXMC	\$1,449.00	\$0.00
Houston	HSTNTXMI	\$1,449.00	\$0.00
Houston	HSTNTXMO	\$1,352.40	\$0.00
Houston	HSTNTXNA	\$1,255.80	\$0.00
Houston	HSTNTXNE	\$2,376.36	\$0.00
Houston	HSTNTXOR	\$1,449.00	\$0.00
Houston	HSTNTXOV	\$1,352.40	\$0.00
Houston	HSTNTXOX	\$2,415.00	\$0.00
Houston	HSTNTXPA	\$2,447.20	\$0.00
Houston	HSTNTXPE	\$3,023.58	\$0.00
Houston	HSTNTXPR	\$2,221.80	\$0.00
Houston	HSTNTXRE	\$2,376.36	\$0.00
Houston	HSTNTXRI	\$2,234.68	\$0.00
Houston	HSTNTXSA	\$2,550.24	\$0.00
League City	HSTNTXSE	\$3,438.96	\$0.00
Houston	HSTNTXSH	\$2,943.08	\$0.00
Houston	HSTNTXSU	\$1,352.40	\$0.00
Houston	HSTNTXUN	\$1,352.40	\$0.00
Houston	HSTNTXWA	\$2,305.52	\$0.00
Houston	HSTNTXWE	\$1,449.00	\$0.00
Houston	HSTNTXWL	\$2,659.72	\$0.00
Houston	HSTNTXWY	\$2,447.20	\$0.00
Houston	HSTXTXSD	\$2,872.24	\$0.00
Houston	HSTXTXSM	\$2,254.00	\$0.00
Dickinson	HTCHTXXA	\$3,697.99	\$1,288.00
Tomball	HTLKTXXA	\$6,922.11	\$1,159.20
Corpus Christi	HTVLTXHV	\$9,531.20	\$0.00
Amarillo	HUB TXXA	\$9,931.57	\$395.42
Humble	HULLTXXA	\$8,378.14	\$1,288.00
San Antonio	HUNTXXA	\$9,077.94	\$395.42
Austin	HUTTTXXA	\$4,202.80	\$0.00
Humble	HXLYTXXA	\$14,506.50	\$395.42
Rosenberg	INDSTXXA	\$7,780.20	\$395.42
San Antonio	INGRTXXA	\$8,422.39	\$395.42
Corpus Christi	INSDTXXA	\$2,598.90	\$1,288.00
Tomball	IOLATXXA	\$5,840.19	\$1,159.20
Irving	IRNGTXXA	\$2,228.24	\$1,288.00

Irving	IRNGTXXB	\$2,086.56	\$1,288.00
Irving	IRNGTXXC	\$1,661.52	\$1,288.00
Irving	IRNGTXXD	\$2,299.08	\$1,288.00
Irving	IRNGTXXE	\$2,157.40	\$1,288.00
Irving	IRNGTXXF	\$2,299.08	\$1,288.00
Irving	IRNGTXXG	\$1,661.52	\$1,288.00
Dallas	ITLYTXHU	\$4,701.20	\$0.00
Dallas	JCSNTHXA	\$4,547.32	\$1,288.00
San Antonio	JHCYTHXA	\$4,771.16	\$1,288.00
Ft Worth	JNBOTTHXA	\$10,965.00	\$0.00
Houston	JOQNTTHXA	\$10,734.59	\$1,159.20
Ft Worth	JPLNTHXA	\$7,444.70	\$0.00
Georgetown	JRRLTHXA	\$3,144.33	\$1,288.00
San Antonio	JRTNTHXA	\$4,069.06	\$1,288.00
Dallas	JSPHTTHXA	\$7,027.93	\$1,288.00
Keller	JSTNTHXB	\$4,520.88	\$1,288.00
Dallas	JWTTTXJW	\$16,486.40	\$0.00
Houston	KATYTHXA	\$3,769.77	\$644.00
Houston	KATYTHXB	\$3,480.55	\$644.00
Houston	KATYTHXC	\$3,595.40	\$644.00
League City	KEMHTTHXA	\$3,171.47	\$1,288.00
League City	KEMHTTHXB	\$3,212.53	\$1,288.00
Dallas	KEMPTTHXA	\$6,588.11	\$0.00
Dallas	KFMNTHXA	\$5,574.77	\$0.00
San Antonio	KGBRTHXA	\$6,785.43	\$395.42
Corpus Christi	KGVLTXXV	\$4,314.80	\$0.00
Humble	KGWDTHXA	\$4,384.42	\$0.00
Humble	KGWDTHXC	\$4,642.18	\$0.00
Keller	KLLRTHXA	\$3,116.96	\$1,288.00
Georgetown	KMPNTHXA	\$6,964.11	\$0.00
San Antonio	KNBGTHXA	\$5,126.18	\$395.42
San Antonio	KNDYTXKN	\$5,731.60	\$0.00
Dallas	KNKRTHXA	\$10,226.01	\$0.00
San Antonio	KNPPTHXA	\$7,660.74	\$395.42
Humble	KNRDTTHXA	\$7,643.39	\$1,159.20
Ft Worth	KPRLTHXA	\$5,787.14	\$428.90
San Antonio	KRCYTXFC	\$4,765.60	\$0.00
San Antonio	KRCYTXKC	\$5,409.60	\$0.00
Dallas	KRNSTTHXA	\$8,344.02	\$0.00
Amarillo	KRRCTTHXA	\$12,278.39	\$395.42
Keller	KRUMTHXA	\$6,126.27	\$0.00
San Antonio	KRVLTTHXA	\$8,304.90	\$395.42
San Antonio	KSCSTTHXA	\$7,809.94	\$1,288.00
Buda	KYLETTHXA	\$3,200.76	\$1,288.00
Dallas	LADNTXEN	\$5,667.20	\$0.00
San Antonio	LAPRTXLP	\$7,689.36	\$0.00
San Antonio	LARDTXDG	\$11,398.80	\$0.00
San Antonio	LARDTXLA	\$10,239.60	\$0.00
Austin	LBHLTXLH	\$3,226.44	\$0.00
Baytown	LBRTTXLB	\$4,572.40	\$0.00
Buda	LCKHTXLK	\$3,767.40	\$0.00
San Antonio	LCSTTXLC	\$2,872.24	\$0.00
San Antonio	LEVLTTHXA	\$7,436.63	\$395.42
Houston	LFKNTHXA	\$10,223.19	\$644.00
Amarillo	LFRSTXLF	\$6,414.24	\$0.00
League City	LGCYTHXA	\$3,092.14	\$1,288.00
Ft Worth	LIPNTHXA	\$6,250.77	\$395.42
Tomball	LKCFTXXL	\$5,114.62	\$644.00
Carrollton	LKDLTTHXA	\$4,020.70	\$395.42

Dallas	LKPETXXA	\$11,498.62	\$0.00
Ft Worth	LKVGTXXA	\$5,930.97	\$428.90
Amarillo	LKVWTTXA	\$6,561.47	\$1,159.20
San Antonio	LLNGTXLU	\$5,538.40	\$0.00
Austin	LMPSTXLS	\$5,422.48	\$0.00
Dallas	LNOKTXXA	\$8,112.56	\$1,288.00
Dallas	LNRDTXXA	\$4,378.12	\$1,288.00
Houston	LOLDTXXA	\$6,767.55	\$1,159.20
Corpus Christi	LOLTXXA	\$12,343.55	\$395.42
Georgetown	LOMTXXA	\$8,355.93	\$0.00
Dallas	LONATXXA	\$8,085.50	\$1,159.20
Rosenberg	LOUSTXXA	\$7,174.17	\$395.42
Amarillo	LUTZTXXA	\$10,602.09	\$395.42
San Antonio	LVRNTXXA	\$3,381.00	\$1,288.00
Houston	LVTNTXXA	\$7,024.20	\$395.42
Corpus Christi	LWRDTXXA	\$12,764.80	\$395.42
Carrollton	LWVLTXXA	\$2,794.96	\$1,288.00
Carrollton	LWVLTXXB	\$2,440.76	\$1,288.00
Carrollton	LWVLTXXC	\$3,075.10	\$1,288.00
Carrollton	LWVLTXXE	\$3,023.58	\$1,288.00
Carrollton	LWVLTXXF	\$3,242.54	\$1,288.00
Corpus Christi	LYBHTXXA	\$6,867.26	\$395.42
Buda	LYSPTXXA	\$6,739.94	\$1,288.00
San Antonio	LYTLTXLY	\$3,155.60	\$0.00
San Antonio	MARNTXMR	\$3,091.20	\$0.00
Ft Worth	MAY TXXA	\$8,363.32	\$1,159.20
Amarillo	MBTETXXA	\$6,999.39	\$1,159.20
Austin	MCDTXXA	\$7,203.47	\$1,288.00
McKinney	MCKNTXLI	\$3,284.40	\$0.00
McKinney	MCKNTXTE	\$3,670.80	\$0.00
Amarillo	MCLNTXML	\$7,122.64	\$0.00
San Antonio	MDLKTXML	\$3,632.16	\$0.00
Dallas	MDLTTXGR	\$3,542.00	\$0.00
Spring	MDVITXMD	\$6,945.54	\$0.00
Amarillo	MDWTTXXA	\$10,825.60	\$395.42
San Antonio	MEDNTXXA	\$6,402.17	\$395.42
Amarillo	MIAMTXXA	\$6,616.21	\$1,159.20
Amarillo	MILOTXXA	\$7,249.50	\$395.42
Austin	MLANTXXA	\$7,175.28	\$0.00
San Antonio	MLETTXXA	\$7,673.07	\$395.42
Dallas	MLFRTXXA	\$4,761.49	\$1,159.20
Dallas	MLGRTXXA	\$8,620.24	\$1,288.00
El Paso	MLHGTXXC	\$9,819.82	\$395.42
Dallas	MLKFTXXA	\$8,967.20	\$0.00
Houston	MLPTTXXA	\$7,187.39	\$395.42
Ft Worth	MLSPTXXA	\$7,160.12	\$0.00
Amarillo	MMPHTXXA	\$6,889.91	\$1,159.20
Dallas	MNSTTXXA	\$8,609.10	\$395.42
Dallas	MNTBTXXA	\$11,412.32	\$0.00
Ft Worth	MNWLTXFA	\$5,023.20	\$0.00
San Antonio	MODNTXXA	\$11,221.48	\$395.42
Corpus Christi	MOLTXXMN	\$9,982.00	\$0.00
Dallas	MRCHTXXA	\$9,673.65	\$0.00
Corpus Christi	MRCYTXXA	\$13,712.61	\$395.42
San Antonio	MRFLTXXA	\$5,852.29	\$1,288.00
Ft Worth	MRGNTXXA	\$5,255.50	\$1,159.20
Rosenberg	MRHMTXXA	\$7,078.01	\$395.42
Dallas	MRITTXXA	\$7,353.39	\$1,288.00
Dallas	MRMLTXXA	\$8,981.56	\$0.00

Dallas	MRQZTXXA	\$7,664.90	\$1,159.20
Baytown	MTBLTXXA	\$3,565.15	\$1,288.00
Tomball	MTGMTXXM	\$5,577.74	\$644.00
Rosenberg	MTGRTXMT	\$7,216.02	\$0.00
San Antonio	MTHOTXXA	\$9,763.50	\$395.42
Corpus Christi	MTHSTXMA	\$4,250.40	\$0.00
Dallas	MYRATXXA	\$8,557.38	\$395.42
Dallas	MYSPTXXA	\$4,772.93	\$1,288.00
New Braunfels	NBRNTXNB	\$3,722.32	\$0.00
Humble	NCGDTXNC	\$10,326.54	\$0.00
Dallas	NCHSTXXA	\$12,275.28	\$0.00
Rosenberg	NDVLTXXA	\$4,418.92	\$644.00
Dallas	NEVDTXA	\$6,785.30	\$1,288.00
Dallas	NGLYTXXA	\$8,261.63	\$1,159.20
San Antonio	NIXNTXXA	\$4,511.21	\$1,288.00
Corpus Christi	NRDHTXNH	\$7,148.40	\$0.00
Tomball	NRMNTXXA	\$6,664.51	\$1,159.20
League City	NSBYTXXA	\$6,736.29	\$1,288.00
Tomball	NVSTTXXA	\$6,977.33	\$0.00
Ft Worth	NWRKTXHU	\$3,348.80	\$0.00
Rosenberg	NWULTXXA	\$7,370.85	\$395.42
Tomball	NWWVTXXA	\$4,294.20	\$1,288.00
Houston	NZLHTXXA	\$6,303.87	\$1,159.20
Amarillo	NZRTTXXA	\$5,083.49	\$1,159.20
Corpus Christi	ODEMTXXA	\$2,787.67	\$1,288.00
Houston	OKHRTXXA	\$8,022.41	\$395.42
Dallas	OKLDTXXA	\$5,383.49	\$1,288.00
Amarillo	OKLNTXXA	\$12,501.89	\$395.42
Dallas	OKWDTXXA	\$7,249.13	\$1,159.20
Ft Worth	OLDNTXXA	\$8,267.50	\$395.42
Houston	ONLSTXXA	\$8,293.70	\$395.42
Corpus Christi	ORGVTTXXA	\$3,851.30	\$1,288.00
Austin	PAGETXXA	\$7,699.59	\$1,288.00
Amarillo	PAMPTXPP	\$5,989.20	\$0.00
Dallas	PARSTXNO	\$7,470.40	\$0.00
Dallas	PARSTXSU	\$7,470.40	\$0.00
Corpus Christi	PAWNTXXA	\$9,444.90	\$0.00
Dallas	PCNGTXXA	\$7,304.44	\$395.42
San Antonio	PCRKTXPC	\$3,767.40	\$0.00
Ft Worth	PKLKTXXA	\$9,928.03	\$0.00
Dallas	PKTNTXXA	\$9,974.03	\$1,288.00
Plano	PLANTXXA	\$2,369.92	\$1,288.00
Plano	PLANTXXB	\$1,661.52	\$1,288.00
Plano	PLANTXXD	\$2,299.08	\$1,288.00
Plano	PLANTXXF	\$2,299.08	\$1,288.00
Plano	PLANTXXK	\$2,228.24	\$1,288.00
Corpus Christi	PLCSTXXA	\$7,042.18	\$1,288.00
Dallas	PLMRTXXA	\$6,926.57	\$1,288.00
Ft Worth	PLPNTXXA	\$8,902.02	\$0.00
Plano	PLPTTXXB	\$4,920.16	\$1,288.00
Dallas	PLSTTXXA	\$12,361.58	\$0.00
San Antonio	PLTNTXPL	\$4,186.00	\$0.00
Tomball	PLVLTXXA	\$6,083.25	\$0.00
Ft Worth	PLXYTXXA	\$5,669.14	\$428.90
Corpus Christi	PNCMTXXA	\$6,191.27	\$1,288.00
Amarillo	PNHDTXXA	\$3,988.69	\$1,159.20
Tomball	PNHRTXPN	\$3,294.06	\$0.00
Houston	PNTNTXXA	\$7,025.15	\$1,159.20
Keller	PONDTXXA	\$5,758.71	\$0.00

Dallas	PONTTXXA	\$8,456.96	\$1,288.00
San Antonio	POTHTXXA	\$7,543.98	\$1,288.00
Ft Worth	PRCTTXXA	\$9,975.86	\$395.42
Dallas	PRDNTXXA	\$5,642.48	\$1,159.20
Ft Worth	PRDSTXXA	\$6,188.00	\$0.00
Amarillo	PRMRTXXA	\$10,378.59	\$395.42
Corpus Christi	PRMTTXXA	\$4,808.57	\$1,288.00
Ft Worth	PRRNTXXA	\$7,806.75	\$0.00
San Antonio	PRSLTXPS	\$5,209.96	\$0.00
Frisco	PRSPTXFI	\$3,226.44	\$0.00
McKinney	PRTNTXRE	\$3,413.20	\$0.00
Tomball	PRVWTXPR	\$4,173.12	\$0.00
Corpus Christi	PTALTXXA	\$11,711.67	\$395.42
Corpus Christi	PTANTXXA	\$5,287.55	\$395.42
Galveston	PTBLTXPT	\$4,855.76	\$0.00
Humble	PTERTXXA	\$4,559.96	\$0.00
San Antonio	PTETTXPO	\$3,864.00	\$0.00
Humble	PTHSTXXA	\$4,754.97	\$0.00
Corpus Christi	PTLDTXXA	\$2,362.20	\$1,288.00
Corpus Christi	PTLVTXXA	\$5,559.12	\$1,288.00
Corpus Christi	PTOCTXXA	\$5,978.55	\$1,288.00
McKinney	PTSBTXST	\$5,528.22	\$0.00
Corpus Christi	PTTSTXXA	\$8,780.30	\$0.00
Ft Worth	PTTVTXXA	\$11,639.45	\$0.00
Dallas	PYSPTXXA	\$7,995.34	\$0.00
Amarillo	PYTNTXXA	\$7,984.71	\$1,159.20
Dallas	QNLNTXXA	\$7,542.26	\$1,288.00
Corpus Christi	RBTNTXXA	\$2,840.85	\$1,288.00
Austin	RCDLTXRD	\$5,068.28	\$0.00
Tomball	RCHRTXXA	\$7,201.71	\$0.00
Dallas	RCLDTXXA	\$5,943.23	\$1,159.20
Corpus Christi	RCPTTXRP	\$3,799.60	\$0.00
Dallas	RCSNTXBZ	\$2,060.80	\$0.00
San Antonio	RCSPTXXA	\$14,274.23	\$395.42
Dallas	RDOKTXHO	\$3,284.40	\$0.00
Corpus Christi	REFGTXRF	\$4,379.20	\$0.00
Ft Worth	RENPTXXA	\$6,632.21	\$1,288.00
Keller	RHMETXXA	\$5,017.76	\$0.00
Dallas	RICETXXA	\$7,899.52	\$1,288.00
Ft Worth	RIVSTXXA	\$5,185.28	\$428.90
San Antonio	RKCKTXXA	\$10,692.63	\$395.42
Humble	RKLWTXXA	\$9,292.03	\$1,159.20
Dallas	RKWLTXPA	\$3,091.20	\$0.00
Ft Worth	RNBYTXXA	\$7,234.80	\$0.00
San Antonio	RNGETXRU	\$5,989.20	\$0.00
Ft Worth	RNGRTXMI	\$7,277.20	\$0.00
San Antonio	RNMTTXXB	\$5,425.00	\$1,288.00
Dallas	RONETXXA	\$8,374.87	\$1,288.00
Keller	RONKTXWO	\$3,023.58	\$0.00
Rosenberg	RSBGTXRR	\$3,294.06	\$0.00
Houston	RSHRTXXA	\$3,249.86	\$1,288.00
Ft Worth	RSSTXXA	\$8,447.75	\$1,159.20
Keller	RSTNTXXA	\$8,304.90	\$395.42
Humble	RUBYTXXA	\$8,965.07	\$395.42
Tomball	RVBKTXXR	\$4,122.35	\$644.00
Corpus Christi	RVRATXXA	\$7,499.14	\$395.42
Plano	RWLTXXA	\$3,409.98	\$1,288.00
Dallas	RXTNTXXA	\$8,354.30	\$395.42
Dallas	RYCYTXNE	\$3,606.40	\$0.00

Humble	RYWDTXXA	\$8,126.76	\$1,288.00
San Antonio	SABNTXXA	\$5,396.05	\$395.42
Humble	SAGSTXSA	\$11,205.60	\$0.00
San Antonio	SBNLTXSB	\$5,635.00	\$0.00
Dallas	SCRYTXXA	\$5,112.57	\$428.90
Ft Worth	SDNYTXXA	\$11,139.40	\$395.42
Corpus Christi	SDRTTXXA	\$5,127.64	\$1,288.00
Humble	SEGNTXXA	\$8,382.46	\$395.42
Rosenberg	SELYTXSE	\$4,308.36	\$0.00
New Braunfels	SGINTXMQ	\$3,496.92	\$0.00
New Braunfels	SGINTXSG	\$4,173.12	\$0.00
Sugar Land	SGLDTXXD	\$3,452.65	\$428.90
Sugar Land	SGLDTXXE	\$2,545.29	\$428.90
Plano	SHMNTXXA	\$3,793.89	\$1,288.00
Corpus Christi	SHNRTXSH	\$9,338.00	\$0.00
Humble	SHPHTXXA	\$4,603.72	\$1,288.00
Amarillo	SHRKTXXR	\$8,468.60	\$0.00
Dallas	SHRLTXXA	\$9,015.09	\$1,288.00
Tomball	SHROTXXA	\$7,764.19	\$0.00
Corpus Christi	SINTTXXI	\$3,220.00	\$0.00
Corpus Christi	SKDMTXXSK	\$4,379.20	\$0.00
Amarillo	SKLYTXSK	\$5,280.80	\$0.00
Dallas	SLCMTXXA	\$7,640.17	\$1,159.20
Ft Worth	SLIDTXXA	\$7,097.52	\$0.00
Dallas	SLSPTXXA	\$6,861.20	\$1,288.00
Rosenberg	SMLKTXXSM	\$2,984.04	\$0.00
San Antonio	SMLYTXXA	\$4,899.32	\$1,288.00
Buda	SMRCTXXA	\$2,878.44	\$0.00
San Antonio	SMRTTXXA	\$2,886.65	\$1,288.00
Austin	SMVLTXXSM	\$4,636.80	\$0.00
San Antonio	SMVYTXXA	\$5,336.60	\$395.42
San Antonio	SNANTX91	\$2,163.84	\$0.00
San Antonio	SNANTXBA	\$1,352.40	\$0.00
San Antonio	SNANTXCA	\$1,255.80	\$0.00
San Antonio	SNANTXCU	\$1,449.00	\$0.00
San Antonio	SNANTXDI	\$1,352.40	\$0.00
San Antonio	SNANTXED	\$2,511.60	\$0.00
San Antonio	SNANTXFR	\$1,352.40	\$0.00
San Antonio	SNANTXGE	\$2,318.40	\$0.00
San Antonio	SNANTXHE	\$2,730.56	\$0.00
San Antonio	SNANTXIC	\$2,588.88	\$0.00
San Antonio	SNANTXJA	\$2,659.72	\$0.00
San Antonio	SNANTXLA	\$1,449.00	\$0.00
San Antonio	SNANTXLE	\$2,254.00	\$0.00
San Antonio	SNANTXLS	\$2,685.48	\$0.00
San Antonio	SNANTXMA	\$2,482.62	\$0.00
San Antonio	SNANTXMC	\$1,449.00	\$0.00
San Antonio	SNANTXPA	\$2,801.40	\$0.00
San Antonio	SNANTXPE	\$1,449.00	\$0.00
San Antonio	SNANTXSA	\$3,026.80	\$0.00
San Antonio	SNANTXSH	\$2,482.62	\$0.00
San Antonio	SNANTXSL	\$2,347.38	\$0.00
San Antonio	SNANTXSO	\$2,943.08	\$0.00
San Antonio	SNANTXTA	\$1,352.40	\$0.00
San Antonio	SNANTXTH	\$3,220.00	\$0.00
San Antonio	SNANTXUC	\$2,482.62	\$0.00
San Antonio	SNANTXWA	\$2,447.20	\$0.00
San Antonio	SNANTXWE	\$1,449.00	\$0.00
Corpus Christi	SNDGTXSD	\$5,409.60	\$0.00

Amarillo	SNFRTXXA	\$4,536.09	\$1,159.20
Georgetown	SNGBTXXA	\$3,757.60	\$1,288.00
Dallas	SNGRTXXA	\$6,356.72	\$0.00
San Antonio	SNMGTXXA	\$6,093.85	\$395.42
Amarillo	SNRYTXXA	\$5,521.41	\$1,159.20
Ft Worth	SNSTTXXA	\$8,382.30	\$0.00
Dickinson	SNTFTXXA	\$3,443.21	\$1,288.00
Ft Worth	SNTOTXXA	\$8,565.15	\$0.00
Humble	SPLDTXSP	\$3,368.12	\$0.00
Amarillo	SPMNTXXA	\$6,670.95	\$1,159.20
Spring	SPRNTXNO	\$2,955.96	\$0.00
Tomball	SPRNTXSM	\$2,955.96	\$0.00
Spring	SPRNTXSO	\$2,617.86	\$0.00
Ft Worth	SPTWTXXA	\$6,899.18	\$1,288.00
Amarillo	SRFDTXXA	\$8,478.78	\$395.42
Amarillo	SRFRTXXA	\$6,780.43	\$1,159.20
Corpus Christi	SRTATXXA	\$7,815.08	\$395.42
Humble	SRTGTXXA	\$9,006.64	\$1,288.00
San Antonio	SSDLTXXA	\$6,459.84	\$395.42
San Antonio	STDLTXXA	\$5,545.63	\$0.00
Houston	STFRTXXA	\$2,248.84	\$1,288.00
Dallas	STJOTXXA	\$9,082.33	\$0.00
San Antonio	STLRTXXA	\$6,358.74	\$395.42
Dallas	STMNTXXA	\$6,104.23	\$1,159.20
Amarillo	STNTTXST	\$5,493.32	\$0.00
San Antonio	STNWTXXA	\$4,711.54	\$1,288.00
San Antonio	STRNTXXA	\$9,498.77	\$395.42
Ft Worth	STRWTXOR	\$6,504.40	\$0.00
San Antonio	STSPTXXA	\$7,187.59	\$1,288.00
Ft Worth	STVLTXXB	\$7,923.70	\$0.00
Amarillo	STVNTXXA	\$11,496.12	\$395.42
Houston	SWNYTXXA	\$0.00	\$0.00
Corpus Christi	TAFTTXXA	\$2,628.11	\$1,288.00
Dallas	TAWKTXXA	\$7,889.94	\$1,288.00
Austin	TAYLTXTA	\$3,297.28	\$0.00
Tomball	TBLLTXKL	\$2,550.24	\$0.00
Tomball	TBLLXTB	\$2,888.34	\$0.00
Dallas	TEPHTXXA	\$9,611.04	\$1,288.00
Austin	THDLTXXA	\$3,697.99	\$1,288.00
Amarillo	THRPTXXA	\$11,384.36	\$395.42
Corpus Christi	THRRTXXA	\$5,446.75	\$1,288.00
Plano	TIOGTXXB	\$3,672.32	\$1,288.00
Corpus Christi	TIVOTXXA	\$4,861.74	\$1,288.00
Ft Worth	TLARTXXA	\$5,471.02	\$428.90
Corpus Christi	TLDNTXXA	\$11,816.97	\$395.42
Plano	TMBNTXXA	\$7,730.46	\$1,288.00
Humble	TMPSTXTM	\$12,017.04	\$0.00
Dallas	TNCLTXXA	\$11,326.03	\$0.00
Houston	TNHATXXA	\$10,373.95	\$1,159.20
Dallas	TOSPTXXA	\$7,507.28	\$0.00
Dallas	TRENTXXA	\$4,208.93	\$1,288.00
Dallas	TRNDTXXA	\$8,798.03	\$0.00
Tomball	TRNYTXXA	\$6,397.25	\$1,159.20
San Antonio	TRPLTXXA	\$6,346.63	\$395.42
Dallas	TRRLTXJO	\$3,970.26	\$0.00
Dallas	TRUPTXXA	\$12,879.36	\$0.00
Dallas	TUKRTXXA	\$12,361.58	\$0.00
Dickinson	TXCYTXLM	\$4,359.88	\$0.00
Dickinson	TXCYTXXC	\$4,359.88	\$0.00

Amarillo	TXLNTXXA	\$14,625.21	\$395.42
Amarillo	UMBRTXXA	\$5,908.46	\$395.42
San Antonio	UTOPTXXA	\$8,792.06	\$395.42
San Antonio	UVLDTXUV	\$7,051.80	\$0.00
Dallas	VALSTXXA	\$3,900.08	\$1,288.00
Corpus Christi	VCTATXVI	\$6,826.40	\$0.00
Amarillo	VEGATXXA	\$4,317.13	\$1,159.20
San Antonio	VGRNTXXA	\$16,227.82	\$395.42
Rosenberg	VLLDTXVL	\$3,632.16	\$0.00
Carrollton	VLVWTXXA	\$5,917.37	\$395.42
Dallas	VLVWTXXB	\$5,864.01	\$395.42
Corpus Christi	VNDRTXXA	\$6,457.18	\$1,288.00
El Paso	VNTNTXMA	\$2,730.56	\$0.00
San Antonio	WAELTXXA	\$10,937.35	\$395.42
Rosenberg	WALSTXXA	\$3,348.61	\$1,288.00
Tomball	WASHTXXA	\$7,199.86	\$0.00
Houston	WCLMTXXA	\$6,345.63	\$0.00
Corpus Christi	WDBOTXWB	\$4,057.20	\$0.00
Dallas	WEVRTXXA	\$10,244.51	\$1,288.00
Dallas	WFCYTXGY	\$5,152.00	\$0.00
Amarillo	WGTNTXXA	\$7,656.27	\$1,159.20
Plano	WHBOTXXC	\$4,387.78	\$1,288.00
Amarillo	WHDRTXXA	\$4,700.31	\$1,159.20
Amarillo	WHLRTXXA	\$7,382.57	\$1,159.20
Rosenberg	WHTNTXWH	\$4,916.94	\$0.00
Dallas	WHWRTXXA	\$7,994.91	\$1,288.00
Tomball	WILSTXXA	\$3,914.94	\$1,288.00
San Antonio	WLCYTXXA	\$5,367.39	\$1,288.00
Tomball	WLDMTXXW	\$5,330.26	\$644.00
Amarillo	WLDRTXXA	\$3,605.51	\$1,159.20
Tomball	WLLRTXWL	\$3,902.64	\$0.00
Humble	WLLSTXXW	\$11,491.95	\$644.00
Dallas	WLMRTXXA	\$6,403.86	\$1,288.00
Dallas	WLPTTXNO	\$4,894.40	\$0.00
Dallas	WLPTTXTR	\$5,023.20	\$0.00
Buda	WMBRTXXA	\$3,526.60	\$1,288.00
San Antonio	WMRTTXXA	\$12,341.96	\$395.42
Dallas	WNDMTXXA	\$9,020.07	\$1,288.00
Ft Worth	WICBTXXA	\$5,412.96	\$1,159.20
San Antonio	WSHFTXXA	\$9,498.77	\$395.42
Amarillo	WSWYTXXA	\$8,367.03	\$395.42
Ft Worth	WTFRTXBC	\$3,864.00	\$0.00
Ft Worth	WTFRTXLY	\$3,864.00	\$0.00
Humble	WTWDTXXA	\$6,658.56	\$428.90
Dallas	WXHCTXWE	\$3,799.60	\$0.00
Plano	WYLITXXA	\$3,522.68	\$1,288.00
Corpus Christi	YKUMTXYK	\$8,758.40	\$0.00
Dallas	YNTSTXXA	\$9,457.50	\$395.42
Corpus Christi	YRTWTXYT	\$7,341.60	\$0.00

For off-net TDM access Level 3 reserves the right to no-bid any service

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 4%

LOCAL VOICE PRICING				
Item	MRC	MRC Description	NRC	NRC Description
Business Line Service	\$16.47	Grandfathered to existing installed services only. No new sales	\$0.00	
T1 Line (2-way)	\$378.56	Grandfathered to existing installed services only. No new sales	\$0.00	
Analog Trunk	\$22.88	Grandfathered to existing installed services only. No new sales	\$0.00	
Digital Trunk	\$378.56	Sold at T1 Level		
Direct In Dial Trunk	\$378.56	Sold at T1 Level		
Direct Out Dial Trunk	\$378.56	Sold at T1 Level		
ISDN PRI Circuit	\$378.56		\$0.00	
ISDN BRI Circuit	NSP	Level 3 does not provide BRIs		
Single DID	\$0.14		\$0.00	
Block of 10 DIDs	\$1.35		\$0.00	
Block of 100 DIDs	\$13.52		\$0.00	
Toll Restriction	\$0.00	Standard No-cost Feature	\$0.00	
Caller Identification	\$0.00	Standard No-cost Feature	\$0.00	
Hunt Groups for Multiple Lines	\$0.00	Standard No-cost Feature	\$0.00	
Series Completion Hunting	\$0.00	Standard No-cost Feature		
Caller ID Feature (DID)	\$0.00	Standard No-cost Feature	\$0.00	
Extended Area Service	\$0.00		\$0.00	
S - Business Expansion Service	N/A	See BES below		
BES - Virtual Rate Center	\$33.28			
Five BES DIDs	\$0.00			
EES - Expanded Exchange Ser	N/A	See EES below		
EES Trunk/Line	\$24.00			
EES T1 Facility	\$395.20			
Authorization Codes	N/A			
Business Line Service - Premium Feature Package				
Included Features:	\$7.80	Per Line Premium Feature Package	\$0.00	
8/10 Number Speed Calling	NSP		NSP	
30 Number Speed Calling	NSP		NSP	
Anonymous Call Rejection	NSP		NSP	
Call Forwarding	NSP		NSP	
Call Hold	NSP		NSP	
Call Transfer (on lines only)	NSP		NSP	
Call Waiting	NSP		NSP	

Calling Name & Number Delivery	NSP		NSP	
Three way calling	NSP		NSP	
Continuous Redial	NSP		NSP	
Distinctive Ring	NSP		NSP	
Last Call Return	NSP		NSP	
Priority Call	NSP		NSP	
Remote Access to Call Forwarding	NSP		NSP	
Selective Call Forwarding	NSP		NSP	
Selective Call Rejection	NSP		NSP	
Trunk Features	N/A	See Features below		
Call by Call	\$0.00		\$0.00	
Call Transfer	\$0.00		\$0.00	
Two B-Channel Transfer	\$0.00		\$0.00	
First 3 Trunk Groups per T1	\$0.00		\$0.00	
Each Additional Trunk Group per T1	\$52.00	Per Additional Trunk Group	\$0.00	
First 3 Route Indexes per Trunk Group	\$0.00		\$0.00	
Each Additional Route Index per Trunk Group	\$0.00		\$0.00	
Calling Number and Name Transmission	\$0.00		\$0.00	
Business Continuity Auto ReRoute	N/A	See Auto Reroute		
Auto Reroute - 6 call paths	\$8.32	Fee per 6 call paths	\$0.00	
Auto Reroute - 12 call paths	\$16.64	Fee per 12 call paths	\$0.00	
Emergency Reroute	\$0.00	Not charged monthly	\$260.00	
Remote Call Forwarding	\$9.98	Per call path	\$0.00	
Voice Mail	\$7.23	Per Mailbox per Line	\$0.00	
TSP	\$5.20		\$0.00	
Off-Net rate will be comprised of the MRC rates above plus the local loop rates for T1 and DS3-based access.				
Any Off-Net Service connections above a DS3 level are ICB.				
NSP - Not Separately Priced				

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 4%

OPERATOR SERVICES		
Directory Assistance/Operator Services	Cost Per Call	Cost Per Minute
Local		\$0.9256
Long Distance	\$0.62	
International		varies by country
Busy Line Verification	NSP	
Busy Line Verification w/ Interrupt	NSP	
Operator Assist to Complete Calls	\$1.61	
Customer Dialed Calling Card Assistance	\$5.19	
Person to Person Calling	\$6.76	
Third Party Billing	\$5.19	
<i>NSP - Not Separately Priced</i>		

All services on this tab are Grandfathered to existing installed services only. No new sales

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Item	MRC	MRC Description	NRC	NRC Description
Direct SIP/SIP Trunking				
25 Call Paths	\$368.68		\$0.00	
50 Call Paths	\$737.35		\$0.00	
75 Call Paths	\$1,106.03		\$0.00	
100 Call Paths	\$1,474.70		\$0.00	
125 Call Paths	\$1,740.97		\$0.00	
150 Call Paths	\$2,089.17		\$0.00	
175 Call Paths	\$2,437.37		\$0.00	
200 Call Paths	\$2,785.55		\$0.00	
225 Call Paths	\$3,133.75		\$0.00	
250 Call Paths	\$3,481.95		\$0.00	
275 Call Paths	\$3,604.83		\$0.00	
300 Call Paths	\$3,932.54		\$0.00	
325 Call Paths	\$4,260.26		\$0.00	
350 Call Paths	\$4,587.97		\$0.00	
375 Call Paths	\$4,915.68		\$0.00	
400 Call Paths	\$5,243.39		\$0.00	
425 Call Paths	\$5,571.10		\$0.00	
450 Call Paths	\$5,898.82		\$0.00	
475 Call Paths	\$6,226.53		\$0.00	
500 Call Paths	\$6,554.24		\$0.00	
500+Call Paths	ICB			

Pricing includes Call Paths above plus applicable access charges.

Off-Net rate will be comprised of the MRC rates above plus the local loop rates for T1 and DS3-based access

Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.

Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB.

Any Off-Net Service connections above a DS3 level are ICB.

NSP - Not Separately Priced

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

\$0.01 minimum call charges cannot be waived.

tw telecom must be the underlying service provider of an associated voice facility for local dial-tone, in order for the below rates to apply.

LD SERVICES PRICING

OUTBOUND SERVICE	Dedicated Origination Dedicated Termination	Dedicated Origination Switched Termination	Switched Origination Dedicated Termination	Switched Origination Switched Termination	NRC, if applicable	MRC, if applicable
Intralata	\$0.0168	\$0.0168	\$0.0168	\$0.0168	\$0.0000	\$0.0000
Interlata	\$0.0168	\$0.0168	\$0.0168	\$0.0168	\$0.0000	\$0.0000
Interstate	\$0.0123	\$0.0123	\$0.0123	\$0.0123	\$0.0000	\$0.0000
Canada	\$0.0336	\$0.0336	\$0.0336	\$0.0336	\$0.0000	\$0.0000
Mexico	See Below	See Below	See Below	See Below		
Fraud Protection	NSP	NSP	NSP	NSP		

NSP - Not Separately Priced

INBOUND SERVICE	Dedicated	Switched	NRC, if applicable	MRC, if applicable
Intralata	\$0.0146	\$0.0146	\$0.0000	\$0.0000
Intrastate	\$0.0146	\$0.0146	\$0.0000	\$0.0000
Interstate	\$0.0101	\$0.0101	\$0.0000	\$0.0000
Mexico	n/a	n/a		
Canada	n/a	n/a		
Time of Day Routing	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Area Code Routing	n/a	n/a	n/a	n/a
ANI Based Routing	n/a	n/a	n/a	n/a
Day of Week Routing	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Network IVR	n/a	n/a	n/a	n/a

OUTBOUND INTER-NATIONAL	Dedicated	Switched
Mexico	\$0.0784	\$0.0784
United Kingdom	\$0.0224	\$0.0448

Germany	\$0.0280	\$0.0280
Singapore	\$0.0336	\$0.0336
Nigeria	\$0.0202	\$0.0202
India	\$0.1120	\$0.1120
China	\$0.0448	\$0.0448
United Arab Emirates	\$0.2240	\$0.2240
Netherlands	\$0.0392	\$0.0392
Italy	\$0.0224	\$0.0224
France	\$0.0448	\$0.0448
Brazil	\$0.0448	\$0.0448
Jamaica	\$0.1008	\$0.1008
Afghanistan	\$0.6048	\$0.6048
Albania	\$0.2800	\$0.2800
Algeria	\$0.2912	\$0.2912
American Samoa	\$0.3472	\$0.3472
Andorra	\$0.1008	\$0.1008
Angola	\$0.3360	\$0.3360
Anguilla	\$0.2688	\$0.2688
Antarctica (Casey)	\$1.5904	\$1.5904
Antarctica (Scott)	\$1.5904	\$1.5904
Antigua/Barbuda	\$0.2352	\$0.2352
Argentina	\$0.0672	\$0.0672
Armenia	\$0.4704	\$0.4704
Aruba	\$0.1792	\$0.1792
Ascension Island	\$0.9520	\$0.9520
Australia	\$0.0448	\$0.0448
Austria	\$0.0784	\$0.0784
Azerbaijan	\$0.3920	\$0.3920
Bahamas	\$0.0896	\$0.0896
Bahrain	\$0.3248	\$0.3248
Bangladesh	\$0.1680	\$0.1680
Barbados	\$0.2352	\$0.2352
Belarus	\$0.3808	\$0.3808

Belgium	\$0.0560	\$0.0560
Belize	\$0.3472	\$0.3472
Benin	\$0.2240	\$0.2240
Bermuda	\$0.1344	\$0.1344
Bhutan	\$0.4144	\$0.4144
Bolivia	\$0.1456	\$0.1456
Bosnia & Herzegovina	\$0.3024	\$0.3024
Botswana	\$0.2688	\$0.2688
British Virgin Islands	\$0.2128	\$0.2128
Brunei	\$0.1568	\$0.1568
Bulgaria	\$0.1344	\$0.1344
Burkina Faso	\$0.2688	\$0.2688
Burundi	\$0.4144	\$0.4144
Cambodia	\$0.4368	\$0.4368
Cameroon	\$0.3472	\$0.3472
Cape Verde Islands	\$0.4592	\$0.4592
Cayman Islands	\$0.1680	\$0.1680
Central African Republic	\$0.4816	\$0.4816
Chad Republic	\$0.6608	\$0.6608
Chile	\$0.0672	\$0.0672
Christmas Islands	\$1.5904	\$1.5904
Cocos Islands	\$1.5904	\$1.5904
Colombia	\$0.1344	\$0.1344
Comoros	\$1.7696	\$1.7696
Congo	\$0.2800	\$0.2800
Cook Islands	\$1.3440	\$1.3440
Costa Rica	\$0.1456	\$0.1456
Croatia	\$0.1344	\$0.1344
Cuba	\$1.3888	\$1.3888
Cyprus	\$0.1232	\$0.1232
Czech Republic	\$0.0896	\$0.0896

Dem Rep of the Congo (Zaire)	\$0.4592	\$0.4592
Denmark	\$0.0560	\$0.0560
Diego Garcia	\$10.1248	\$10.1248
Djibouti	\$0.5152	\$0.5152
Dominica	\$0.2352	\$0.2352
Dominican Republic	\$0.1232	\$0.1232
East Timor	\$5.5776	\$5.5776
Ecuador	\$0.2352	\$0.2352
Egypt	\$0.3024	\$0.3024
El Salvador	\$0.2016	\$0.2016
Equatorial Guinea	\$0.5376	\$0.5376
Eritrea	\$0.5264	\$0.5264
Estonia	\$0.1120	\$0.1120
Ethiopia	\$0.5488	\$0.5488
Faeroe Islands	\$0.2576	\$0.2576
Falkland Islands	\$0.9968	\$0.9968
Fiji Islands	\$0.4368	\$0.4368
Finland	\$0.0560	\$0.0560
French Antilles (Martinique)	\$0.2464	\$0.2464
French Guiana	\$0.2800	\$0.2800
French Polynesia	\$0.4480	\$0.4480
Gabon Republic	\$0.2352	\$0.2352
Gambia	\$0.3136	\$0.3136
Georgia	\$0.2240	\$0.2240
Ghana	\$0.1792	\$0.1792
Gibraltar	\$0.1568	\$0.1568
Greece	\$0.0784	\$0.0784
Greenland	\$1.0752	\$1.0752
Grenada	\$0.2240	\$0.2240
Guadeloupe	\$0.2576	\$0.2576
Guantanamo Bay	\$1.5344	\$1.5344

Guatemala	\$0.2352	\$0.2352
Guinea Republic	\$0.3584	\$0.3584
Guinea-Bissau	\$1.4784	\$1.4784
Guyana	\$0.4816	\$0.4816
Haiti	\$0.3808	\$0.3808
Honduras	\$0.4592	\$0.4592
Hong Kong	\$0.0560	\$0.0560
Hungary	\$0.0784	\$0.0784
Iceland	\$0.1008	\$0.1008
Indonesia	\$0.1120	\$0.1120
Inmarsat (Atlantic East)	\$10.2816	\$10.2816
Inmarsat (Atlantic West)	\$10.2816	\$10.2816
Inmarsat (Indian Ocean)	\$10.2816	\$10.2816
Inmarsat (Pacific Ocean)	\$10.2816	\$10.2816
Iran	\$0.2800	\$0.2800
Iraq	\$0.2800	\$0.2800
Ireland	\$0.0448	\$0.0448
Israel	\$0.0560	\$0.0560
Ivory Coast (Cote d'Ivoire)	\$0.3360	\$0.3360
Japan	\$0.0560	\$0.0560
Jordan	\$0.3136	\$0.3136
Kazakhstan	\$0.2576	\$0.2576
Kenya	\$0.3136	\$0.3136
Kiribati	\$4.2112	\$4.2112
Korea, North	\$2.7664	\$2.7664
Korea, South	\$0.0672	\$0.0672
Kuwait	\$0.2240	\$0.2240
Kyrgyzstan	\$0.4144	\$0.4144
Laos	\$0.3024	\$0.3024

Latvia	\$0.2576	\$0.2576
Lebanon	\$0.2800	\$0.2800
Lesotho	\$0.8736	\$0.8736
Liberia	\$0.3360	\$0.3360
Libya	\$0.3360	\$0.3360
Liechtenstein	\$0.0896	\$0.0896
Lithuania	\$0.1904	\$0.1904
Luxembourg	\$0.0560	\$0.0560
Macao	\$0.1568	\$0.1568
Macedonia	\$0.2576	\$0.2576
Madagascar	\$0.5936	\$0.5936
Malawi	\$0.1344	\$0.1344
Malaysia	\$0.0784	\$0.0784
Maldives	\$0.5600	\$0.5600
Mali Republic	\$0.3472	\$0.3472
Malta	\$0.2576	\$0.2576
Marshall Islands	\$0.4928	\$0.4928
Mauritania	\$0.5376	\$0.5376
Mauritius	\$0.2912	\$0.2912
Mayotte Island	\$0.5264	\$0.5264
Micronesia	\$0.4480	\$0.4480
Moldova	\$0.2912	\$0.2912
Monaco	\$0.0672	\$0.0672
Mongolia	\$0.2576	\$0.2576
Montserrat	\$0.2688	\$0.2688
Morocco	\$0.3584	\$0.3584
Mozambique	\$0.3584	\$0.3584
Myanmar/Burma	\$0.6832	\$0.6832
Namibia	\$0.2240	\$0.2240
Nauru	\$1.4000	\$1.4000
Nepal	\$0.4480	\$0.4480
Netherlands Antilles	\$0.2016	\$0.2016
Nevis Island	\$0.2352	\$0.2352

New Caledonia	\$0.4816	\$0.4816
New Zealand	\$0.1232	\$0.1232
Nicaragua	\$0.2688	\$0.2688
Niger	\$0.2912	\$0.2912
Niue Island	\$5.1856	\$5.1856
Norfolk Island	\$1.5904	\$1.5904
Northern Marianas Islands	\$0.0672	\$0.0672
Norway	\$0.0448	\$0.0448
Oman	\$0.3472	\$0.3472
Pakistan	\$0.3584	\$0.3584
Palau	\$0.6384	\$0.6384
Palestine	\$0.3696	\$0.3696
Panama	\$0.1456	\$0.1456
Papua New Guinea	\$5.0960	\$5.0960
Paraguay	\$0.1904	\$0.1904
Peru	\$0.0896	\$0.0896
Philippines	\$0.2576	\$0.2576
Poland	\$0.0672	\$0.0672
Portugal	\$0.0784	\$0.0784
Qatar	\$0.4592	\$0.4592
Reunion Island	\$0.3360	\$0.3360
Romania	\$0.1904	\$0.1904
Russia	\$0.1008	\$0.1008
Rwanda	\$0.3024	\$0.3024
San Marino	\$0.5040	\$0.5040
Sao Tome	\$1.5456	\$1.5456
Satellite - Global (Iridium)	\$4.4800	\$4.4800
Satellite - Local (Iridium)	\$4.4800	\$4.4800
Saudi Arabia	\$0.3360	\$0.3360
Senegal	\$0.3360	\$0.3360
Seychelles Island	\$0.3808	\$0.3808

Sierra Leone	\$0.3696	\$0.3696
Slovak Republic	\$0.1456	\$0.1456
Slovenia	\$0.1344	\$0.1344
Solomon Islands	\$1.3664	\$1.3664
Somalia	\$1.0752	\$1.0752
South Africa	\$0.1344	\$0.1344
Spain	\$0.0560	\$0.0560
Sri Lanka	\$0.2912	\$0.2912
St Helena	\$2.0720	\$2.0720
St Kitts	\$0.2352	\$0.2352
St Lucia	\$0.2464	\$0.2464
St Pierre & Miquelon	\$0.2912	\$0.2912
St Vincent & Grenadines	\$0.2464	\$0.2464
Sudan	\$0.3808	\$0.3808
Suriname	\$0.4032	\$0.4032
Swaziland	\$0.2016	\$0.2016
Sweden	\$0.0448	\$0.0448
Switzerland	\$0.0336	\$0.0336
Syrian Arab Republic	\$0.5264	\$0.5264
Taiwan	\$0.0672	\$0.0672
Tajikistan	\$0.2912	\$0.2912
Tanzania	\$0.3696	\$0.3696
Thailand	\$0.1120	\$0.1120
Togo	\$0.3696	\$0.3696
Tokelau	\$0.1232	\$0.1232
Tonga Islands	\$0.4032	\$0.4032
Trinidad & Tobago	\$0.2016	\$0.2016
Tunisia	\$0.3136	\$0.3136
Turkey	\$0.2128	\$0.2128
Turkmenistan	\$0.4368	\$0.4368

Turks & Caicos Islands	\$0.2352	\$0.2352
Tuvalu	\$5.2192	\$5.2192
Uganda	\$0.2016	\$0.2016
Ukraine	\$0.2016	\$0.2016
Uruguay	\$0.1904	\$0.1904
Uzbekistan	\$0.2128	\$0.2128
Vanuatu	\$2.2960	\$2.2960
Vatican City	\$0.0336	\$0.0336
Venezuela	\$0.0784	\$0.0784
Vietnam	\$0.3696	\$0.3696
Wallis & Futuna	\$5.1968	\$5.1968
Western Samoa	\$0.7168	\$0.7168
Yemen	\$0.3024	\$0.3024
Yugoslavia/Serbia	\$0.3360	\$0.3360
Zambia	\$0.2128	\$0.2128
Zimbabwe	\$0.1792	\$0.1792

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

CONVERGED PRICING														
Converged Voice														
IPVPN + Voice + Secure Internet Access														
WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included		Managed IAD (include d) ³	Managed Router (not included) ⁵	Max Analog Lines	Max PRI calls	Max Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
T1	1.5	4 - 8	Basic	Adtran	N/A	8	8	8	\$470.26	\$0.00	N/A	N/A	N/A	N/A
T1	1.5	9 - 12	Basic	Adtran	N/A	12	12	12	\$533.87	\$0.00	N/A	N/A	N/A	N/A
T1	1.5	4 - 8	Premium ⁴	Adtran	N/A	8	8	8	\$470.26	\$0.00	\$56.00	N/A	N/A	N/A
2xT1	3	4 - 8	Basic	Adtran	N/A	8	8	8	\$582.80	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	9 - 12	Basic	Adtran	N/A	12	12	12	\$646.40	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	13 - 18	Basic	Adtran	N/A	18	18	18	\$717.08	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	19 - 24	Basic	Adtran	N/A	24	23	24	\$801.88	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	4 - 8	Premium ⁴	Adtran	N/A	8	8	8	\$582.80	\$0.00	\$84.00	N/A	N/A	N/A
2xT1	3	9 - 16	Premium ⁴	Adtran	N/A	12	12	12	\$646.40	\$0.00	\$84.00	N/A	N/A	N/A
3xT1	4.5	4 - 8	Basic	Adtran	N/A	8	8	8	\$694.62	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	9 - 12	Basic	Adtran	N/A	12	12	12	\$758.23	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	13 - 18	Basic	Adtran	N/A	18	18	18	\$828.90	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	19 - 24	Basic	Adtran	N/A	24	23	24	\$913.70	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	25 - 30	Basic	Adtran	N/A	24	23	24	\$998.51	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	31 - 36	Basic	Adtran	N/A	24	23	24	\$1,083.31	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	4 - 8	Premium ⁴	Adtran	N/A	8	8	8	\$694.62	\$0.00	\$84.00	N/A	N/A	N/A
3xT1	4.5	9 - 16	Premium ⁴	Adtran	N/A	12	12	12	\$758.23	\$0.00	\$84.00	N/A	N/A	N/A
3xT1	4.5	17 - 24	Premium ⁴	Adtran	N/A	18	18	18	\$913.70	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	4 - 8	Basic	Adtran	N/A	24	0	0	\$806.44	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	9 - 12	Basic	Adtran	N/A	24	0	0	\$870.05	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	13 - 18	Basic	Adtran	N/A	24	0	0	\$940.72	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	19 - 24	Basic	Adtran	N/A	24	0	0	\$1,025.52	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	4 - 8	Premium ⁴	Adtran	N/A	24	0	0	\$806.44	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	9 - 16	Premium ⁴	Adtran	N/A	24	0	0	\$870.05	\$0.00	\$84.00	N/A	N/A	N/A

4xT1 ¹	6	17 - 24	Premium ⁴	Adtran	N/A	24	0	0	\$1,025.52	\$0.00	\$84.00	N/A	N/A	N/A
NOTE: A managed router may be ordered with the IP VPN + VOICE + SIA package to support bandwidths > 6 Mbps (4xT1). NOTE: a managed router will be deployed in addition to the IAD.														
NOTE: A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS														
Converged Voice														
IPVPN + Voice + Secure Internet Access														
WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included		Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
4xT1 ¹	6	4 - 8	Basic	Adtran	Adtran or	8	8	8	\$806.44	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	9 - 12	Basic	Adtran	Adtran or	12	12	12	\$870.05	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	13 - 18	Basic	Adtran	Adtran or	18	18	18	\$940.72	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	19 - 24	Basic	Adtran	Adtran or	24	24	24	\$1,025.52	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$1,110.33	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,195.13	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,279.94	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	43 - 50	Basic	Adtran	Adtran or	24	46	48	\$1,378.87	\$0.00	N/A	N/A	N/A	N/A
4xT1 ¹	6	4 - 8	Premium ⁴	Adtran	Adtran or	8	8	8	\$806.44	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	9 - 16	Premium ⁴	Adtran	Adtran or	16	16	16	\$870.05	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	17 - 24	Premium ⁴	Adtran	Adtran or	24	24	24	\$1,025.52	\$0.00	\$84.00	N/A	N/A	N/A
4xT1 ¹	6	25 - 32	Premium ⁴	Adtran	Adtran or	24	32	32	\$1,110.33	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	4 - 8	Basic	Adtran	Adtran or	8	8	8	\$916.83	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	9 - 12	Basic	Adtran	Adtran or	12	12	12	\$980.43	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	13 - 18	Basic	Adtran	Adtran or	18	18	18	\$1,051.10	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	19 - 24	Basic	Adtran	Adtran or	24	23	24	\$1,135.91	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$1,220.71	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,305.52	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,390.32	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	43 - 50	Basic	Adtran	Adtran or	24	46	48	\$1,489.26	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	4 - 8	Premium ⁴	Adtran	Adtran or	8	8	8	\$916.83	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	9 - 16	Premium ⁴	Adtran	Adtran or	16	16	16	\$980.43	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	17 - 24	Premium ⁴	Adtran	Adtran or	24	23	24	\$1,135.91	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	25 - 32	Premium ⁴	Adtran	Adtran or	24	32	32	\$1,220.71	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	33 - 40	Premium ⁴	Adtran	Adtran or	24	40	40	\$1,390.32	\$0.00	\$84.00	N/A	N/A	N/A
6xT1	9	4 - 8	Basic	Adtran	Adtran or	8	8	8	\$1,028.65	\$0.00	N/A	N/A	N/A	N/A

6xT1	9	9 - 12	Basic	Adtran	Adtran or	12	12	12	\$1,092.25	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	13 - 18	Basic	Adtran	Adtran or	18	18	18	\$1,162.92	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	19 - 24	Basic	Adtran	Adtran or	24	23	24	\$1,247.73	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$1,332.53	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,417.34	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,502.14	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	43 - 50	Basic	Adtran	Adtran or	24	46	48	\$1,601.08	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	4 - 8	Premium ⁴	Adtran	Adtran or	8	8	8	\$1,028.65	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	9 - 16	Premium ⁴	Adtran	Adtran or	16	16	16	\$1,092.25	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	17 - 24	Premium ⁴	Adtran	Adtran or	24	23	24	\$1,247.73	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	25 - 32	Premium ⁴	Adtran	Adtran or	24	32	32	\$1,332.53	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	33 - 40	Premium ⁴	Adtran	Adtran or	24	40	40	\$1,502.14	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	41 - 50	Premium ⁴	Adtran	Adtran or	24	46	48	\$1,601.08	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	4 - 8	Basic	Adtran	Adtran or	8	8	8	\$1,122.19	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	9 - 12	Basic	Adtran	Adtran or	12	12	12	\$1,185.80	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	13 - 18	Basic	Adtran	Adtran or	18	18	18	\$1,256.47	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	19 - 24	Basic	Adtran	Adtran or	24	23	24	\$1,341.27	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$1,426.08	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,510.88	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,595.69	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	43 - 50	Basic	Adtran	Adtran or	24	46	48	\$1,694.62	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	4 - 8	Premium ⁴	Adtran	Adtran or	8	8	8	\$1,122.19	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	9 - 16	Premium ⁴	Adtran	Adtran or	16	16	16	\$1,185.80	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	17 - 24	Premium ⁴	Adtran	Adtran or	24	23	24	\$1,341.27	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	25 - 32	Premium ⁴	Adtran	Adtran or	24	32	32	\$1,426.08	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	33 - 40	Premium ⁴	Adtran	Adtran or	24	40	40	\$1,595.69	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	41 - 50	Premium ⁴	Adtran	Adtran or	24	46	48	\$1,694.62	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	4 - 8	Basic	Adtran	Adtran or	8	8	8	\$1,189.21	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	9 - 12	Basic	Adtran	Adtran or	12	12	12	\$1,252.82	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	13 - 18	Basic	Adtran	Adtran or	18	18	18	\$1,323.49	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	19 - 24	Basic	Adtran	Adtran or	24	23	24	\$1,408.29	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$1,493.10	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,577.90	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,662.71	\$0.00	N/A	N/A	N/A	N/A

8xT1	12	43 - 50	Basic	Adtran	Adtran or Cisco	24	46	48	\$1,761.65	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	4 - 8	Premium ⁴	Adtran	Adtran or Cisco	8	8	8	\$1,189.21	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	9 - 16	Premium ⁴	Adtran	Adtran or Cisco	16	16	16	\$1,252.82	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	17 - 24	Premium ⁴	Adtran	Adtran or Cisco	24	23	24	\$1,408.29	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	25 - 32	Premium ⁴	Adtran	Adtran or Cisco	24	32	32	\$1,493.10	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	33 - 40	Premium ⁴	Adtran	Adtran or Cisco	24	40	40	\$1,662.71	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	41 - 50	Premium ⁴	Adtran	Adtran or Cisco	24	46	48	\$1,761.65	\$0.00	\$134.40	N/A	N/A	N/A
NOTES:														

¹ 4xT1 via the IAD only supports analog lines (PRI and digital trunks are not available)

² # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available

³ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁴ PREMIUM/CoS has an additional charge. See note⁸ for pricing rules.

⁵ A managed router is required in addition to the managed IAD to support BWs > 6 Mbps (4xT1). Adtran or Cisco are available options. The MR is not included in the pricing.

⁶ Maximum number of simultaneous calls with 4xT1 and MR is 48 (not 50 as indicated by the call range).

⁷ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS

⁸ CoS on Bandwidths up to and including 12 Mbps will receive all 5 service classes (RT/IA/MC/P/BE) for a flat rate. Above 12 Mbps, 2-12M w/COS – RT/IA equals WAN line rate; 15M WAN

Converged Voice

IPVPN + Voice + Secure Internet Access				Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included												
10/100	2	9 - 15	Basic	Adtran	N/A	15	15	15	\$572.22	\$0.00	N/A	N/A	N/A	N/A
10/100	2	4-10	Premium ²	Adtran	N/A	10	10	10	\$508.61	\$0.00	\$56.00	N/A	N/A	N/A
10/100	4	4 - 8	Basic	Adtran	N/A	8	8	8	\$656.99	\$0.00	N/A	N/A	N/A	N/A
10/100	4	9 - 15	Basic	Adtran	N/A	15	15	15	\$720.59	\$0.00	N/A	N/A	N/A	N/A
10/100	4	16 - 21	Basic	Adtran	N/A	21	21	21	\$876.07	\$0.00	N/A	N/A	N/A	N/A
10/100	4	22 - 30	Basic	Adtran	N/A	24	30	30	\$960.87	\$0.00	N/A	N/A	N/A	N/A
10/100	4	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$656.99	\$0.00	\$84.00	N/A	N/A	N/A
10/100	4	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$876.07	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	4 - 8	Basic	Adtran	N/A	8	8	8	\$806.44	\$0.00	N/A	N/A	N/A	N/A
10/100	6	9 - 15	Basic	Adtran	N/A	15	15	15	\$870.05	\$0.00	N/A	N/A	N/A	N/A
10/100	6	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,025.52	\$0.00	N/A	N/A	N/A	N/A
10/100	6	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,110.33	\$0.00	N/A	N/A	N/A	N/A
10/100	6	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,195.13	\$0.00	N/A	N/A	N/A	N/A

10/100	6	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,279.94	\$0.00	N/A	N/A	N/A	N/A
10/100	6	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$806.44	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,025.52	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	21 - 30	Premium ²	Adtran	Adtran or	24	30	30	\$1,110.33	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	4 - 8	Basic	Adtran	N/A	8	8	8	\$954.46	\$0.00	N/A	N/A	N/A	N/A
10/100	8	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,018.07	\$0.00	N/A	N/A	N/A	N/A
10/100	8	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,173.54	\$0.00	N/A	N/A	N/A	N/A
10/100	8	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,258.35	\$0.00	N/A	N/A	N/A	N/A
10/100	8	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,343.15	\$0.00	N/A	N/A	N/A	N/A
10/100	8	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,427.95	\$0.00	N/A	N/A	N/A	N/A
10/100	8	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$954.46	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,173.54	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	21 - 30	Premium ²	Adtran	Adtran or	24	30	30	\$1,258.35	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	31 - 40	Premium ²	Adtran	Adtran or	24	40	40	\$1,427.95	\$0.00	\$84.00	N/A	N/A	N/A
10/100	10	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,102.84	\$0.00	N/A	N/A	N/A	N/A
10/100	10	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,166.44	\$0.00	N/A	N/A	N/A	N/A
10/100	10	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,321.92	\$0.00	N/A	N/A	N/A	N/A
10/100	10	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,406.72	\$0.00	N/A	N/A	N/A	N/A
10/100	10	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,491.53	\$0.00	N/A	N/A	N/A	N/A
10/100	10	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,576.33	\$0.00	N/A	N/A	N/A	N/A
10/100	10	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,675.27	\$0.00	N/A	N/A	N/A	N/A
10/100	10	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,102.84	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,321.92	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	21 - 30	Premium ²	Adtran	Adtran or	24	30	30	\$1,406.72	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	31 - 40	Premium ²	Adtran	Adtran or	24	40	40	\$1,576.33	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	41 - 50	Premium ²	Adtran	Adtran or	24	46	45	\$1,675.27	\$0.00	\$134.40	N/A	N/A	N/A
10/100	15	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,612.66	\$0.00	N/A	N/A	N/A	N/A
10/100	15	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,676.27	\$0.00	N/A	N/A	N/A	N/A
10/100	15	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,831.74	\$0.00	N/A	N/A	N/A	N/A
10/100	15	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,916.55	\$0.00	N/A	N/A	N/A	N/A
10/100	15	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,001.35	\$0.00	N/A	N/A	N/A	N/A
10/100	15	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,086.16	\$0.00	N/A	N/A	N/A	N/A
10/100	15	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,185.09	\$0.00	N/A	N/A	N/A	N/A
10/100	15	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,612.66	\$0.00	N/A	ICB	ICB	\$0.00

10/100	15	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,831.74	\$0.00	N/A	ICB	ICB	\$0.00
10/100	15	21 - 30	Premium ²	Adtran	Adtran or	24	30	30	\$1,916.55	\$0.00	N/A	ICB	ICB	\$0.00
10/100	15	31 - 40	Premium ²	Adtran	Adtran or	24	40	40	\$2,086.16	\$0.00	N/A	ICB	ICB	\$0.00
10/100	15	41 - 50	Premium ²	Adtran	Adtran or	24	46	45	\$2,185.09	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,534.00	\$0.00	N/A	N/A	N/A	N/A
10/100	20	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,597.60	\$0.00	N/A	N/A	N/A	N/A
10/100	20	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,753.07	\$0.00	N/A	N/A	N/A	N/A
10/100	20	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,837.88	\$0.00	N/A	N/A	N/A	N/A
10/100	20	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,922.68	\$0.00	N/A	N/A	N/A	N/A
10/100	20	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,007.49	\$0.00	N/A	N/A	N/A	N/A
10/100	20	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,106.43	\$0.00	N/A	N/A	N/A	N/A
10/100	20	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,534.00	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,753.07	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	21 - 30	Premium ²	Adtran	Adtran or	24	30	30	\$1,837.88	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	31 - 40	Premium ²	Adtran	Adtran or	24	40	40	\$2,007.49	\$0.00	N/A	ICB	ICB	\$0.00
10/100	20	41 - 50	Premium ²	Adtran	Adtran or	24	46	45	\$2,106.43	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,748.68	\$0.00	N/A	N/A	N/A	N/A
10/100	25	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,812.28	\$0.00	N/A	N/A	N/A	N/A
10/100	25	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,967.76	\$0.00	N/A	N/A	N/A	N/A
10/100	25	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,052.56	\$0.00	N/A	N/A	N/A	N/A
10/100	25	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,137.36	\$0.00	N/A	N/A	N/A	N/A
10/100	25	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,222.17	\$0.00	N/A	N/A	N/A	N/A
10/100	25	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,321.11	\$0.00	N/A	N/A	N/A	N/A
10/100	25	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,748.68	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$1,967.76	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	21 - 30	Premium ²	Adtran	Adtran or	24	30	30	\$2,052.56	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	31 - 40	Premium ²	Adtran	Adtran or	24	40	40	\$2,222.17	\$0.00	N/A	ICB	ICB	\$0.00
10/100	25	41 - 50	Premium ²	Adtran	Adtran or	24	46	45	\$2,321.11	\$0.00	N/A	ICB	ICB	\$0.00
10/100	30	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,966.58	\$0.00	N/A	N/A	N/A	N/A
10/100	30	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,030.19	\$0.00	N/A	N/A	N/A	N/A
10/100	30	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,185.66	\$0.00	N/A	N/A	N/A	N/A
10/100	30	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,270.47	\$0.00	N/A	N/A	N/A	N/A
10/100	30	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,355.27	\$0.00	N/A	N/A	N/A	N/A
10/100	30	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,440.08	\$0.00	N/A	N/A	N/A	N/A

10/100	30	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,539.01	\$0.00	N/A	N/A	N/A	N/A
10/100	30	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$1,966.58	\$0.00	N/A	ICB	ICB	\$0.00
10/100	30	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$2,185.66	\$0.00	N/A	ICB	ICB	\$0.00
Converged Voice														
IPVPN + Voice + Secure Internet Access														
WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included		Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
10/100	30	21 - 30	Premium ²	Adtran	Adtran or Ericsson	24	30	30	\$2,270.47	\$0.00	N/A	ICB	ICB	\$0.00
10/100	30	31 - 40	Premium ²	Adtran	Adtran or Ericsson	24	40	40	\$2,440.08	\$0.00	N/A	ICB	ICB	\$0.00
10/100	30	41 - 50	Premium ²	Adtran	Adtran or Ericsson	24	46	45	\$2,539.01	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,179.83	\$0.00	N/A	N/A	N/A	N/A
10/100	35	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,243.44	\$0.00	N/A	N/A	N/A	N/A
10/100	35	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,398.91	\$0.00	N/A	N/A	N/A	N/A
10/100	35	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,483.71	\$0.00	N/A	N/A	N/A	N/A
10/100	35	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,568.52	\$0.00	N/A	N/A	N/A	N/A
10/100	35	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,653.32	\$0.00	N/A	N/A	N/A	N/A
10/100	35	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,752.26	\$0.00	N/A	N/A	N/A	N/A
10/100	35	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$2,179.83	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$2,398.91	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	21 - 30	Premium ²	Adtran	Adtran or Ericsson	24	30	30	\$2,483.71	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	31 - 40	Premium ²	Adtran	Adtran or Ericsson	24	40	40	\$2,653.32	\$0.00	N/A	ICB	ICB	\$0.00
10/100	35	41 - 50	Premium ²	Adtran	Adtran or Ericsson	24	46	45	\$2,752.26	\$0.00	N/A	ICB	ICB	\$0.00
10/100	40	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,394.16	\$0.00	N/A	N/A	N/A	N/A
10/100	40	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,457.76	\$0.00	N/A	N/A	N/A	N/A
10/100	40	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,613.23	\$0.00	N/A	N/A	N/A	N/A
10/100	40	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,698.04	\$0.00	N/A	N/A	N/A	N/A
10/100	40	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,782.84	\$0.00	N/A	N/A	N/A	N/A
10/100	40	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,867.65	\$0.00	N/A	N/A	N/A	N/A
10/100	40	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,966.59	\$0.00	N/A	N/A	N/A	N/A
10/100	40	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$2,394.16	\$0.00	N/A	ICB	ICB	\$0.00
10/100	40	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$2,613.23	\$0.00	N/A	ICB	ICB	\$0.00
10/100	40	21 - 30	Premium ²	Adtran	Adtran or Ericsson	24	30	30	\$2,698.04	\$0.00	N/A	ICB	ICB	\$0.00
10/100	40	31 - 40	Premium ²	Adtran	Adtran or Ericsson	24	40	40	\$2,867.65	\$0.00	N/A	ICB	ICB	\$0.00

10/100	40	41 - 50	Premium ²	Adtran	Adtran or	24	46	45	\$2,966.59	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,610.99	\$0.00	N/A	N/A	N/A	N/A
10/100	45	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,674.59	\$0.00	N/A	N/A	N/A	N/A
10/100	45	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,830.07	\$0.00	N/A	N/A	N/A	N/A
10/100	45	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,914.87	\$0.00	N/A	N/A	N/A	N/A
10/100	45	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,999.67	\$0.00	N/A	N/A	N/A	N/A
10/100	45	38 - 45	Basic	Adtran	N/A	24	45	45	\$3,084.48	\$0.00	N/A	N/A	N/A	N/A
10/100	45	46 - 50	Basic	Adtran	N/A	24	46	48	\$3,183.42	\$0.00	N/A	N/A	N/A	N/A
10/100	45	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$2,610.99	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$2,830.07	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	21 - 30	Premium ²	Adtran	Adtran or	24	30	30	\$2,914.87	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	31 - 40	Premium ²	Adtran	Adtran or	24	40	40	\$3,084.48	\$0.00	N/A	ICB	ICB	\$0.00
10/100	45	41 - 50	Premium ²	Adtran	Adtran or	24	46	45	\$3,183.42	\$0.00	N/A	ICB	ICB	\$0.00
10/100	50	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,825.31	\$0.00	N/A	N/A	N/A	N/A
10/100	50	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,888.91	\$0.00	N/A	N/A	N/A	N/A
10/100	50	16 - 21	Basic	Adtran	N/A	21	21	21	\$3,044.39	\$0.00	N/A	N/A	N/A	N/A
10/100	50	22 - 30	Basic	Adtran	N/A	24	30	30	\$3,129.19	\$0.00	N/A	N/A	N/A	N/A
10/100	50	31 - 37	Basic	Adtran	N/A	24	37	37	\$3,214.00	\$0.00	N/A	N/A	N/A	N/A
10/100	50	38 - 45	Basic	Adtran	N/A	24	45	45	\$3,298.80	\$0.00	N/A	N/A	N/A	N/A
10/100	50	46 - 50	Basic	Adtran	N/A	24	46	48	\$3,397.74	\$0.00	N/A	N/A	N/A	N/A
10/100	50	4 - 10	Premium ²	Adtran	N/A	10	10	10	\$2,825.31	\$0.00	N/A	ICB	ICB	\$0.00
10/100	50	11 - 20	Premium ²	Adtran	N/A	20	20	20	\$3,044.39	\$0.00	N/A	ICB	ICB	\$0.00
10/100	50	21 - 30	Premium ²	Adtran	Adtran or	24	30	30	\$3,129.19	\$0.00	N/A	ICB	ICB	\$0.00
10/100	50	31 - 40	Premium ²	Adtran	Adtran or	24	40	40	\$3,298.80	\$0.00	N/A	ICB	ICB	\$0.00
10/100	50	41 - 50	Premium ²	Adtran	Adtran or	24	46	45	\$3,397.74	\$0.00	N/A	ICB	ICB	\$0.00

¹ Contact Prod Mgmt for pricing and availability above standard bandwidths (e.g. > 50 Mbps Ethernet)

² PREMIUM/CoS has an additional charge. See note⁸ above for pricing rules.

³ # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available

⁴ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁵ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS

IPVPN + Voice													
WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included	Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸

T1	1.5	4 - 8	Basic	Adtran	N/A	8	8	8	\$386.76	\$0.00	N/A	N/A	N/A	N/A
T1	1.5	9 - 12	Basic	Adtran	N/A	12	12	12	\$450.36	\$0.00	N/A	N/A	N/A	N/A
T1	1.5	4 - 8	Premium ⁵	Adtran	N/A	8	8	8	\$386.76	\$0.00	\$56.00	N/A	N/A	N/A
2xT1	3	4 - 8	Basic	Adtran	N/A	8	8	8	\$469.19	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	9 - 12	Basic	Adtran	N/A	12	12	12	\$532.79	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	13 - 18	Basic	Adtran	N/A	18	18	18	\$603.46	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	19 - 24	Basic	Adtran	N/A	24	23	24	\$688.27	\$0.00	N/A	N/A	N/A	N/A
2xT1	3	4 - 8	Premium ⁵	Adtran	N/A	8	8	8	\$469.19	\$0.00	\$84.00	N/A	N/A	N/A
2xT1	3	9 - 16	Premium ⁵	Adtran	N/A	16	16	16	\$532.79	\$0.00	\$84.00	N/A	N/A	N/A
3xT1	4.5	4 - 8	Basic	Adtran	N/A	8	8	8	\$555.20	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	9 - 12	Basic	Adtran	N/A	12	12	12	\$618.81	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	13 - 18	Basic	Adtran	N/A	18	18	18	\$689.48	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	19 - 24	Basic	Adtran	N/A	24	23	24	\$774.28	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	25 - 30	Basic	Adtran	N/A	24	23	24	\$859.09	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	31 - 36	Basic	Adtran	N/A	24	36	36	\$943.89	\$0.00	N/A	N/A	N/A	N/A
3xT1	4.5	4 - 8	Premium ⁵	Adtran	N/A	8	8	8	\$555.20	\$0.00	\$84.00	N/A	N/A	N/A
3xT1	4.5	9 - 16	Premium ⁵	Adtran	N/A	16	16	16	\$618.81	\$0.00	\$84.00	N/A	N/A	N/A
3xT1	4.5	17 - 24	Premium ⁵	Adtran	N/A	24	23	24	\$774.28	\$0.00	\$84.00	N/A	N/A	N/A
4xT1	6	4 - 8	Basic	Adtran	N/A	24	0	0	\$641.22	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	9 - 12	Basic	Adtran	N/A	24	0	0	\$704.82	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	13 - 18	Basic	Adtran	N/A	24	0	0	\$775.49	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	19 - 24	Basic	Adtran	N/A	24	0	0	\$860.30	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	4 - 8	Premium ⁵	Adtran	N/A	24	0	0	\$641.22	\$0.00	\$84.00	N/A	N/A	N/A
4xT1	6	9 - 16	Premium ⁵	Adtran	N/A	24	0	0	\$704.82	\$0.00	\$84.00	N/A	N/A	N/A
4xT1	6	17 - 24	Premium ⁵	Adtran	N/A	24	0	0	\$860.30	\$0.00	\$84.00	N/A	N/A	N/A

a managed router may be ordered with the Voice + Internet package to support bandwidths > 6 Mbps (4xT1). NOTE: a managed router will be deployed in addition to the managed integrated access device (IAD).

IPVPN + Voice

WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included		Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
4xT1	6	4 - 8	Basic	Adtran	Adtran or Cisco	8	8	8	\$641.22	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	9 - 12	Basic	Adtran	Adtran or Cisco	12	12	12	\$704.82	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	13 - 18	Basic	Adtran	Adtran or Cisco	18	18	18	\$775.49	\$0.00	N/A	N/A	N/A	N/A

4xT1	6	19 - 24	Basic	Adtran	Adtran or	24	24	24	\$860.30	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$945.10	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,029.91	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,114.71	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	43 - 50	Basic	Adtran	Adtran or	24	46	48	\$1,213.65	\$0.00	N/A	N/A	N/A	N/A
4xT1	6	4 - 8	Premium ⁵	Adtran	Adtran or	8	8	8	\$641.22	\$0.00	\$84.00	N/A	N/A	N/A
4xT1	6	9 - 16	Premium ⁵	Adtran	Adtran or	16	16	16	\$704.82	\$0.00	\$84.00	N/A	N/A	N/A
4xT1	6	17 - 24	Premium ⁵	Adtran	Adtran or	24	24	24	\$860.30	\$0.00	\$84.00	N/A	N/A	N/A
4xT1	6	25 - 32	Premium ⁵	Adtran	Adtran or	24	32	32	\$945.10	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	4 - 8	Basic	Adtran	Adtran or	8	8	8	\$727.24	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	9 - 12	Basic	Adtran	Adtran or	12	12	12	\$790.84	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	13 - 18	Basic	Adtran	Adtran or	18	18	18	\$861.51	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	19 - 24	Basic	Adtran	Adtran or	24	23	24	\$946.32	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$1,031.12	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,115.92	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,200.73	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	43 - 50	Basic	Adtran	Adtran or	24	46	48	\$1,299.67	\$0.00	N/A	N/A	N/A	N/A
5xT1	7.5	4 - 8	Premium ⁵	Adtran	Adtran or	8	8	8	\$727.24	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	9 - 16	Premium ⁵	Adtran	Adtran or	16	16	16	\$790.84	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	17 - 24	Premium ⁵	Adtran	Adtran or	24	23	24	\$946.32	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	25 - 32	Premium ⁵	Adtran	Adtran or	24	32	32	\$1,031.12	\$0.00	\$84.00	N/A	N/A	N/A
5xT1	7.5	33 - 40	Premium ⁵	Adtran	Adtran or	24	40	40	\$1,200.73	\$0.00	\$84.00	N/A	N/A	N/A
6xT1	9	4 - 8	Basic	Adtran	Adtran or	8	8	8	\$813.25	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	9 - 12	Basic	Adtran	Adtran or	12	12	12	\$876.86	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	13 - 18	Basic	Adtran	Adtran or	18	18	18	\$947.53	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	19 - 24	Basic	Adtran	Adtran or	24	23	24	\$1,032.33	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$1,117.14	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,201.94	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,286.75	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	43 - 50	Basic	Adtran	Adtran or	24	46	48	\$1,385.68	\$0.00	N/A	N/A	N/A	N/A
6xT1	9	4 - 8	Premium ⁵	Adtran	Adtran or	8	8	8	\$813.25	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	9 - 16	Premium ⁵	Adtran	Adtran or	16	16	16	\$876.86	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	17 - 24	Premium ⁵	Adtran	Adtran or	24	23	24	\$1,032.33	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	25 - 32	Premium ⁵	Adtran	Adtran or	24	32	32	\$1,117.14	\$0.00	\$134.40	N/A	N/A	N/A

6xT1	9	33 - 40	Premium ⁵	Adtran	Adtran or	24	40	40	\$1,286.75	\$0.00	\$134.40	N/A	N/A	N/A
6xT1	9	41 - 50	Premium ⁵	Adtran	Adtran or	24	46	48	\$1,385.68	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	4 - 8	Basic	Adtran	Adtran or	8	8	8	\$884.93	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	9 - 12	Basic	Adtran	Adtran or	12	12	12	\$948.54	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	13 - 18	Basic	Adtran	Adtran or	18	18	18	\$1,019.21	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	19 - 24	Basic	Adtran	Adtran or	24	23	24	\$1,104.01	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$1,188.82	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,273.62	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,358.43	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	43 - 50	Basic	Adtran	Adtran or	24	46	48	\$1,457.36	\$0.00	N/A	N/A	N/A	N/A
7xT1	10.5	4 - 8	Premium ⁵	Adtran	Adtran or	8	8	8	\$884.93	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	9 - 16	Premium ⁵	Adtran	Adtran or	16	16	16	\$948.54	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	17 - 24	Premium ⁵	Adtran	Adtran or	24	23	24	\$1,104.01	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	25 - 32	Premium ⁵	Adtran	Adtran or	24	32	32	\$1,188.82	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	33 - 40	Premium ⁵	Adtran	Adtran or	24	40	40	\$1,358.43	\$0.00	\$134.40	N/A	N/A	N/A
7xT1	10.5	41 - 50	Premium ⁵	Adtran	Adtran or	24	46	48	\$1,457.36	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	4 - 8	Basic	Adtran	Adtran or	8	8	8	\$935.11	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	9 - 12	Basic	Adtran	Adtran or	12	12	12	\$998.71	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	13 - 18	Basic	Adtran	Adtran or	18	18	18	\$1,069.38	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	19 - 24	Basic	Adtran	Adtran or	24	23	24	\$1,154.19	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	25 - 30	Basic	Adtran	Adtran or	24	30	30	\$1,238.99	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	31 - 36	Basic	Adtran	Adtran or	24	36	36	\$1,323.80	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	37 - 42	Basic	Adtran	Adtran or	24	42	42	\$1,408.60	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	43 - 50	Basic	Adtran	Adtran or	24	46	48	\$1,507.54	\$0.00	N/A	N/A	N/A	N/A
8xT1	12	4 - 8	Premium ⁵	Adtran	Adtran or	8	8	8	\$935.11	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	9 - 16	Premium ⁵	Adtran	Adtran or	16	16	16	\$998.71	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	17 - 24	Premium ⁵	Adtran	Adtran or	24	23	24	\$1,154.19	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	25 - 32	Premium ⁵	Adtran	Adtran or	24	32	32	\$1,238.99	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	33 - 40	Premium ⁵	Adtran	Adtran or	24	40	40	\$1,408.60	\$0.00	\$134.40	N/A	N/A	N/A
8xT1	12	41 - 50	Premium ⁵	Adtran	Adtran or	24	46	48	\$1,507.54	\$0.00	\$134.40	N/A	N/A	N/A

¹ pricing and availability of bandwidths greater than 4xT1 (6 Mbps) is ICB.

² # sim. calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available.

³ A fully managed Adtran TA 924e integrated access device (IAD) is included with all converged IP VPN + Voice packages.

⁴ 4xT1 via the IAD only supports analog lines (PRI and digital trunks are not available).

⁵ PREMIUM/CoS has an additional charge. See CoS section for pricing.

⁶ A managed router is required in addition to the managed IAD to support BWs > 4xT1. Adtran or Cisco are available options. The MR is not included in the pricing.

⁷ Maximum number of simultaneous calls for this range is 48.

⁸ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS.

IPVPN + Voice

WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included		Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
CONVERGED VOICE LOW BANDWIDTH 2-50 Mbps (Ethernet)														
10/100	2	4 - 8	Basic	Adtran	N/A	8	8	8	\$411.84	\$0.00	N/A	N/A	N/A	N/A
10/100	2	9 - 15	Basic	Adtran	N/A	15	15	15	\$475.45	\$0.00	N/A	N/A	N/A	N/A
10/100	2	4-10	Premium ⁴	Adtran	N/A	10	10	10	\$411.84	\$0.00	\$56.00	N/A	N/A	N/A
10/100	4	4 - 8	Basic	Adtran	N/A	8	8	8	\$526.53	\$0.00	N/A	N/A	N/A	N/A
10/100	4	9 - 15	Basic	Adtran	N/A	15	15	15	\$590.14	\$0.00	N/A	N/A	N/A	N/A
10/100	4	16 - 21	Basic	Adtran	N/A	21	21	21	\$745.61	\$0.00	N/A	N/A	N/A	N/A
10/100	4	22 - 30	Basic	Adtran	N/A	24	30	30	\$830.42	\$0.00	N/A	N/A	N/A	N/A
10/100	4	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$526.53	\$0.00	\$84.00	N/A	N/A	N/A
10/100	4	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$745.61	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	4 - 8	Basic	Adtran	N/A	8	8	8	\$641.22	\$0.00	N/A	N/A	N/A	N/A
10/100	6	9 - 15	Basic	Adtran	N/A	15	15	15	\$704.82	\$0.00	N/A	N/A	N/A	N/A
10/100	6	16 - 21	Basic	Adtran	N/A	21	21	21	\$860.30	\$0.00	N/A	N/A	N/A	N/A
10/100	6	22 - 30	Basic	Adtran	N/A	24	30	30	\$945.10	\$0.00	N/A	N/A	N/A	N/A
10/100	6	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,029.91	\$0.00	N/A	N/A	N/A	N/A
10/100	6	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,114.71	\$0.00	N/A	N/A	N/A	N/A
10/100	6	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$641.22	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$860.30	\$0.00	\$84.00	N/A	N/A	N/A
10/100	6	21 - 30	Premium ⁴	Adtran	Adtran or ¹	24	30	30	\$945.10	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	4 - 8	Basic	Adtran	N/A	8	8	8	\$755.91	\$0.00	N/A	N/A	N/A	N/A
10/100	8	9 - 15	Basic	Adtran	N/A	15	15	15	\$819.51	\$0.00	N/A	N/A	N/A	N/A
10/100	8	16 - 21	Basic	Adtran	N/A	21	21	21	\$974.99	\$0.00	N/A	N/A	N/A	N/A
10/100	8	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,059.79	\$0.00	N/A	N/A	N/A	N/A
10/100	8	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,144.60	\$0.00	N/A	N/A	N/A	N/A
10/100	8	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,229.40	\$0.00	N/A	N/A	N/A	N/A
10/100	8	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,526.89	\$0.00	N/A	N/A	N/A	N/A

10/100	8	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$755.91	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$974.99	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	21 - 30	Premium ⁴	Adtran	Adtran or	24	30	30	\$1,059.79	\$0.00	\$84.00	N/A	N/A	N/A
10/100	8	31 - 40	Premium ⁴	Adtran	Adtran or	24	40	40	\$1,229.40	\$0.00	\$84.00	N/A	N/A	N/A
10/100	10	4 - 8	Basic	Adtran	N/A	8	8	8	\$870.60	\$0.00	N/A	N/A	N/A	N/A
10/100	10	9 - 15	Basic	Adtran	N/A	15	15	15	\$934.20	\$0.00	N/A	N/A	N/A	N/A
10/100	10	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,089.68	\$0.00	N/A	N/A	N/A	N/A
10/100	10	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,174.48	\$0.00	N/A	N/A	N/A	N/A
10/100	10	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,259.28	\$0.00	N/A	N/A	N/A	N/A
10/100	10	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,344.09	\$0.00	N/A	N/A	N/A	N/A
10/100	10	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,443.03	\$0.00	N/A	N/A	N/A	N/A
10/100	10	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$870.60	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,089.68	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	21 - 30	Premium ⁴	Adtran	Adtran or	24	30	30	\$1,174.48	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	31 - 40	Premium ⁴	Adtran	Adtran or	24	40	40	\$1,344.09	\$0.00	\$134.40	N/A	N/A	N/A
10/100	10	41 - 50	Premium ⁴	Adtran	Adtran or	24	46	45	\$1,443.03	\$0.00	\$134.40	N/A	N/A	N/A
10/100	15	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,028.29	\$0.00	N/A	N/A	N/A	N/A
10/100	15	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,091.90	\$0.00	N/A	N/A	N/A	N/A
10/100	15	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,247.37	\$0.00	N/A	N/A	N/A	N/A
10/100	15	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,332.18	\$0.00	N/A	N/A	N/A	N/A
10/100	15	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,416.98	\$0.00	N/A	N/A	N/A	N/A
10/100	15	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,501.79	\$0.00	N/A	N/A	N/A	N/A
10/100	15	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,600.72	\$0.00	N/A	N/A	N/A	N/A
10/100	15	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,028.29	\$0.00	N/A	ICB	ICB	ICB
10/100	15	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,247.37	\$0.00	N/A	ICB	ICB	ICB
10/100	15	21 - 30	Premium ⁴	Adtran	Adtran or	24	30	30	\$1,332.18	\$0.00	N/A	ICB	ICB	ICB
10/100	15	31 - 40	Premium ⁴	Adtran	Adtran or	24	40	40	\$1,501.79	\$0.00	N/A	ICB	ICB	ICB
10/100	15	41 - 50	Premium ⁴	Adtran	Adtran or	24	46	45	\$1,600.72	\$0.00	N/A	ICB	ICB	ICB
10/100	20	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,189.57	\$0.00	N/A	N/A	N/A	N/A
10/100	20	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,253.18	\$0.00	N/A	N/A	N/A	N/A
10/100	20	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,408.65	\$0.00	N/A	N/A	N/A	N/A
10/100	20	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,493.46	\$0.00	N/A	N/A	N/A	N/A
10/100	20	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,578.26	\$0.00	N/A	N/A	N/A	N/A
10/100	20	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,663.07	\$0.00	N/A	N/A	N/A	N/A

10/100	20	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,762.00	\$0.00	N/A	N/A	N/A	N/A
10/100	20	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,189.57	\$0.00	N/A	ICB	ICB	ICB
10/100	20	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,408.65	\$0.00	N/A	ICB	ICB	ICB
10/100	20	21 - 30	Premium ⁴	Adtran	Adtran or	24	30	30	\$1,493.46	\$0.00	N/A	ICB	ICB	ICB
10/100	20	31 - 40	Premium ⁴	Adtran	Adtran or	24	40	40	\$1,663.07	\$0.00	N/A	ICB	ICB	ICB
10/100	20	41 - 50	Premium ⁴	Adtran	Adtran or	24	46	45	\$1,762.00	\$0.00	N/A	ICB	ICB	ICB
10/100	25	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,347.27	\$0.00	N/A	N/A	N/A	N/A
10/100	25	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,410.87	\$0.00	N/A	N/A	N/A	N/A
10/100	25	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,566.35	\$0.00	N/A	N/A	N/A	N/A
10/100	25	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,651.15	\$0.00	N/A	N/A	N/A	N/A
10/100	25	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,735.96	\$0.00	N/A	N/A	N/A	N/A
10/100	25	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,820.76	\$0.00	N/A	N/A	N/A	N/A
10/100	25	46 - 50	Basic	Adtran	N/A	24	46	48	\$1,919.70	\$0.00	N/A	N/A	N/A	N/A
10/100	25	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,347.27	\$0.00	N/A	ICB	ICB	ICB
10/100	25	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,566.35	\$0.00	N/A	ICB	ICB	ICB
10/100	25	21 - 30	Premium ⁴	Adtran	Adtran or	24	30	30	\$1,651.15	\$0.00	N/A	ICB	ICB	ICB
10/100	25	31 - 40	Premium ⁴	Adtran	Adtran or	24	40	40	\$1,820.76	\$0.00	N/A	ICB	ICB	ICB
10/100	25	41 - 50	Premium ⁴	Adtran	Adtran or	24	46	45	\$1,919.70	\$0.00	N/A	ICB	ICB	ICB
10/100	30	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,508.55	\$0.00	N/A	N/A	N/A	N/A
10/100	30	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,572.15	\$0.00	N/A	N/A	N/A	N/A
10/100	30	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,727.63	\$0.00	N/A	N/A	N/A	N/A
10/100	30	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,812.43	\$0.00	N/A	N/A	N/A	N/A
10/100	30	31 - 37	Basic	Adtran	N/A	24	37	37	\$1,897.24	\$0.00	N/A	N/A	N/A	N/A
10/100	30	38 - 45	Basic	Adtran	N/A	24	45	45	\$1,982.04	\$0.00	N/A	N/A	N/A	N/A
10/100	30	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,080.98	\$0.00	N/A	N/A	N/A	N/A
10/100	30	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,508.55	\$0.00	N/A	ICB	ICB	ICB
10/100	30	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,727.63	\$0.00	N/A	ICB	ICB	ICB

IPVPN + Voice

WAN Access	Bandwidth (Mbps)	Call Package (# simultaneous calls) ² CoS charge not included		Managed IAD (included) ³	Managed Router (not included) ⁵	Maximum Analog Lines	Maximum PRI calls	Maximum Digital Trunk calls	MRC	NRC	Flat Rate CoS MRC ⁸	RT CoS MRC ⁸	IA CoS MRC ⁸	MC/P/BE CoS MRC ⁸
CONVERGED VOICE LOW BANDWIDTH 2-50 Mbps (Ethernet)														
10/100	30	21 - 30	Premium ⁴	Adtran	Adtran or	24	30	30	\$1,812.43	\$0.00	N/A	ICB	ICB	ICB
10/100	30	31 - 40	Premium ⁴	Adtran	Adtran or	24	40	40	\$1,982.04	\$0.00	N/A	ICB	ICB	ICB

10/100	30	41 - 50	Premium ⁴	Adtran	Adtran or 1	24	46	45	\$2,080.98	\$0.00	N/A	ICB	ICB	ICB
10/100	35	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,666.24	\$0.00	N/A	N/A	N/A	N/A
10/100	35	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,729.85	\$0.00	N/A	N/A	N/A	N/A
10/100	35	16 - 21	Basic	Adtran	N/A	21	21	21	\$1,885.32	\$0.00	N/A	N/A	N/A	N/A
10/100	35	22 - 30	Basic	Adtran	N/A	24	30	30	\$1,970.13	\$0.00	N/A	N/A	N/A	N/A
10/100	35	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,054.93	\$0.00	N/A	N/A	N/A	N/A
10/100	35	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,139.74	\$0.00	N/A	N/A	N/A	N/A
10/100	35	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,238.68	\$0.00	N/A	N/A	N/A	N/A
10/100	35	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,666.24	\$0.00	N/A	ICB	ICB	ICB
10/100	35	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$1,885.32	\$0.00	N/A	ICB	ICB	ICB
10/100	35	21 - 30	Premium ⁴	Adtran	Adtran or 1	24	30	30	\$1,970.13	\$0.00	N/A	ICB	ICB	ICB
10/100	35	31 - 40	Premium ⁴	Adtran	Adtran or 1	24	40	40	\$2,139.74	\$0.00	N/A	ICB	ICB	ICB
10/100	35	41 - 50	Premium ⁴	Adtran	Adtran or 1	24	46	45	\$2,238.68	\$0.00	N/A	ICB	ICB	ICB
10/100	40	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,823.94	\$0.00	N/A	N/A	N/A	N/A
10/100	40	9 - 15	Basic	Adtran	N/A	15	15	15	\$1,887.54	\$0.00	N/A	N/A	N/A	N/A
10/100	40	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,043.02	\$0.00	N/A	N/A	N/A	N/A
10/100	40	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,127.82	\$0.00	N/A	N/A	N/A	N/A
10/100	40	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,212.63	\$0.00	N/A	N/A	N/A	N/A
10/100	40	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,297.43	\$0.00	N/A	N/A	N/A	N/A
10/100	40	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,396.37	\$0.00	N/A	N/A	N/A	N/A
10/100	40	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,823.94	\$0.00	N/A	ICB	ICB	ICB
10/100	40	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$2,043.02	\$0.00	N/A	ICB	ICB	ICB
10/100	40	21 - 30	Premium ⁴	Adtran	Adtran or 1	24	30	30	\$2,127.82	\$0.00	N/A	ICB	ICB	ICB
10/100	40	31 - 40	Premium ⁴	Adtran	Adtran or 1	24	40	40	\$2,297.43	\$0.00	N/A	ICB	ICB	ICB
10/100	40	41 - 50	Premium ⁴	Adtran	Adtran or 1	24	46	45	\$2,396.37	\$0.00	N/A	ICB	ICB	ICB
10/100	45	4 - 8	Basic	Adtran	N/A	8	8	8	\$1,985.22	\$0.00	N/A	N/A	N/A	N/A
10/100	45	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,048.82	\$0.00	N/A	N/A	N/A	N/A
10/100	45	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,204.30	\$0.00	N/A	N/A	N/A	N/A
10/100	45	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,289.10	\$0.00	N/A	N/A	N/A	N/A
10/100	45	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,373.91	\$0.00	N/A	N/A	N/A	N/A
10/100	45	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,458.71	\$0.00	N/A	N/A	N/A	N/A
10/100	45	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,557.65	\$0.00	N/A	N/A	N/A	N/A
10/100	45	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$1,985.22	\$0.00	N/A	ICB	ICB	ICB
10/100	45	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$2,204.30	\$0.00	N/A	ICB	ICB	ICB

10/100	45	21 - 30	Premium ⁴	Adtran	Adtran or Cisco	24	30	30	\$2,289.10	\$0.00	N/A	ICB	ICB	ICB
10/100	45	31 - 40	Premium ⁴	Adtran	Adtran or Cisco	24	40	40	\$2,458.71	\$0.00	N/A	ICB	ICB	ICB
10/100	45	41 - 50	Premium ⁴	Adtran	Adtran or Cisco	24	46	45	\$2,557.65	\$0.00	N/A	ICB	ICB	ICB
10/100	50	4 - 8	Basic	Adtran	N/A	8	8	8	\$2,142.92	\$0.00	N/A	N/A	N/A	N/A
10/100	50	9 - 15	Basic	Adtran	N/A	15	15	15	\$2,206.52	\$0.00	N/A	N/A	N/A	N/A
10/100	50	16 - 21	Basic	Adtran	N/A	21	21	21	\$2,362.00	\$0.00	N/A	N/A	N/A	N/A
10/100	50	22 - 30	Basic	Adtran	N/A	24	30	30	\$2,446.80	\$0.00	N/A	N/A	N/A	N/A
10/100	50	31 - 37	Basic	Adtran	N/A	24	37	37	\$2,531.60	\$0.00	N/A	N/A	N/A	N/A
10/100	50	38 - 45	Basic	Adtran	N/A	24	45	45	\$2,616.41	\$0.00	N/A	N/A	N/A	N/A
10/100	50	46 - 50	Basic	Adtran	N/A	24	46	48	\$2,715.35	\$0.00	N/A	N/A	N/A	N/A
10/100	50	4 - 10	Premium ⁴	Adtran	N/A	10	10	10	\$2,142.92	\$0.00	N/A	ICB	ICB	ICB
10/100	50	11 - 20	Premium ⁴	Adtran	N/A	20	20	20	\$2,362.00	\$0.00	N/A	ICB	ICB	ICB
10/100	50	21 - 30	Premium ⁴	Adtran	Adtran or Cisco	24	30	30	\$2,446.80	\$0.00	N/A	ICB	ICB	ICB
10/100	50	31 - 40	Premium ⁴	Adtran	Adtran or Cisco	24	40	40	\$2,616.41	\$0.00	N/A	ICB	ICB	ICB
10/100	50	41 - 50	Premium ⁴	Adtran	Adtran or Cisco	24	46	45	\$2,715.35	\$0.00	N/A	ICB	ICB	ICB

¹ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with CoS.

² # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not available.

³ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁴ PREMIUM/CoS has an additional charge.

⁵ A managed router is required in addition to the managed IAD to support BWs > 4xT1. Adtran or Cisco are available options. The MR is not included in the pricing.

Voice + Internet

WAN Access	Bandwidth (Mbps) ¹	Call Package (# simultaneous calls) ²		IAD (included) ³	Router (not included) ⁵	m Analog Lines	Maximum PRI calls ¹	m Digital Trunk calls	MRC	NRC
T1	1.5	4 - 8	N/A	Adtran	N/A	8	8	8	\$259.84	\$0.00
T1	1.5	9 - 12	N/A	Adtran	N/A	12	12	12	\$302.85	\$0.00
2xT1	3	4 - 8	N/A	Adtran	N/A	8	8	8	\$430.20	\$0.00
2xT1	3	9 - 12	N/A	Adtran	N/A	12	12	12	\$452.84	\$0.00
2xT1	3	13 - 18	N/A	Adtran	N/A	18	18	18	\$476.67	\$0.00
2xT1	3	19 - 24	N/A	Adtran	N/A	24	23	24	\$501.76	\$0.00
3xT1	4.5	4 - 8	N/A	Adtran	N/A	8	8	8	\$484.42	\$0.00
3xT1	4.5	9 - 12	N/A	Adtran	N/A	12	12	12	\$548.02	\$0.00
3xT1	4.5	13 - 18	N/A	Adtran	N/A	18	18	18	\$618.69	\$0.00
3xT1	4.5	19 - 24	N/A	Adtran	Adtran or Cisco	24	23	24	\$703.50	\$0.00
3xT1	4.5	25 - 30	N/A	Adtran	Adtran or Cisco	24	23	24	\$788.30	\$0.00

3xT1	4.5	31 - 36	N/A	Adtran	Adtran or	24	23	24	\$873.11	\$0.00
4xT14	6	4 - 8	N/A	Adtran	N/A	24	0	0	\$548.93	\$0.00
4xT14	6	9 - 12	N/A	Adtran	N/A	24	0	0	\$612.54	\$0.00
4xT14	6	13 - 18	N/A	Adtran	N/A	24	0	0	\$683.21	\$0.00
4xT14	6	19 - 24	N/A	Adtran	N/A	24	0	0	\$768.01	\$0.00
NOTE: a managed router must be ordered with the VOICE + INTERNET package to support bandwidths > 6 Mbps (4xT1). NOTE: a managed router will be deployed in addition to the managed integrated access device (IAD). The list pricing below does not include the										
4xT1	6	4 - 8	N/A	Adtran	N/A	8	8	8	\$548.93	\$0.00
4xT1	6	9 - 12	N/A	Adtran	N/A	12	12	12	\$612.54	\$0.00
4xT1	6	13 - 18	N/A	Adtran	N/A	18	18	18	\$683.21	\$0.00
4xT1	6	19 - 24	N/A	Adtran	N/A	24	24	24	\$768.01	\$0.00
4xT1	6	25 - 30	N/A	Adtran	Adtran or	24	30	30	\$852.82	\$0.00
4xT1	6	31 - 36	N/A	Adtran	Adtran or	24	36	36	\$937.62	\$0.00
4xT1	6	37 - 42	N/A	Adtran	Adtran or	24	42	42	\$1,022.43	\$0.00
4xT1	6	43 - 506	N/A	Adtran	Adtran or	24	46	48	\$1,121.36	\$0.00
5xT1	7.5	4 - 8	N/A	Adtran	N/A	8	8	8	\$609.86	\$0.00
5xT1	7.5	9 - 12	N/A	Adtran	N/A	12	12	12	\$673.46	\$0.00
5xT1	7.5	13 - 18	N/A	Adtran	N/A	18	18	18	\$744.13	\$0.00
5xT1	7.5	19 - 24	N/A	Adtran	N/A	24	23	24	\$828.94	\$0.00
5xT1	7.5	25 - 30	N/A	Adtran	Adtran or	24	30	30	\$913.74	\$0.00
5xT1	7.5	31 - 36	N/A	Adtran	Adtran or	24	36	36	\$998.55	\$0.00
5xT1	7.5	37 - 42	N/A	Adtran	Adtran or	24	42	42	\$1,083.35	\$0.00
5xT1	7.5	43 - 50	N/A	Adtran	Adtran or	24	46	48	\$1,182.29	\$0.00
6xT1	9	4 - 8	N/A	Adtran	N/A	8	8	8	\$674.37	\$0.00
6xT1	9	9 - 12	N/A	Adtran	N/A	12	12	12	\$737.98	\$0.00
6xT1	9	13 - 18	N/A	Adtran	N/A	18	18	18	\$808.65	\$0.00
6xT1	9	19 - 24	N/A	Adtran	N/A	24	23	24	\$893.45	\$0.00
6xT1	9	25 - 30	N/A	Adtran	Adtran or	24	30	30	\$978.26	\$0.00
6xT1	9	31 - 36	N/A	Adtran	Adtran or	24	36	36	\$1,063.06	\$0.00
6xT1	9	37 - 42	N/A	Adtran	Adtran or	24	42	42	\$1,147.87	\$0.00
6xT1	9	43 - 50	N/A	Adtran	Adtran or	24	46	48	\$1,246.80	\$0.00
7xT1	10.5	4 - 8	N/A	Adtran	N/A	8	8	8	\$729.03	\$0.00
7xT1	10.5	9 - 12	N/A	Adtran	N/A	12	12	12	\$792.63	\$0.00
7xT1	10.5	13 - 18	N/A	Adtran	N/A	18	18	18	\$863.30	\$0.00
7xT1	10.5	19 - 24	N/A	Adtran	N/A	24	23	24	\$948.11	\$0.00

7xT1	10.5	25 - 30	N/A	Adtran	Adtran or	24	30	30	\$1,032.91	\$0.00
7xT1	10.5	31 - 36	N/A	Adtran	Adtran or	24	36	36	\$1,117.72	\$0.00
7xT1	10.5	37 - 42	N/A	Adtran	Adtran or	24	42	42	\$1,202.52	\$0.00
7xT1	10.5	43 - 50	N/A	Adtran	Adtran or	24	46	48	\$1,301.46	\$0.00
8xT1	12	4 - 8	N/A	Adtran	N/A	8	8	8	\$771.14	\$0.00
8xT1	12	9 - 12	N/A	Adtran	N/A	12	12	12	\$834.74	\$0.00
8xT1	12	13 - 18	N/A	Adtran	N/A	18	18	18	\$905.41	\$0.00
8xT1	12	19 - 24	N/A	Adtran	N/A	24	23	24	\$990.22	\$0.00
8xT1	12	25 - 30	N/A	Adtran	Adtran or	24	30	30	\$1,075.02	\$0.00
8xT1	12	31 - 36	N/A	Adtran	Adtran or	24	36	36	\$1,159.83	\$0.00
8xT1	12	37 - 42	N/A	Adtran	Adtran or	24	42	42	\$1,244.63	\$0.00
8xT1	12	43 - 50	N/A	Adtran	Adtran or	24	46	48	\$1,343.57	\$0.00

¹ A managed router is required in addition to the IAD for all applications that require 2 PRI or Digital Trunk interfaces with Premium (CoS)

² # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not

³ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁴ 4xT1 via the IAD only supports analog lines (PRI and digital trunks are not available). A managed router must be ordered in addition to the

⁵ A managed router is required in addition to the managed IAD to support BWs > 4xT1. Adtran or Cisco are available options. The MR is not

Voice + Internet

WAN Access	Bandwidth (Mbps) ¹	Call Package (# simultaneous calls) ²		IAD (included) ³	Router (not included) ⁵	m Analog Lines	Maximum PRI calls ¹	m Digital Trunk calls	MRC	NRC
10/100	2	4 - 8	N/A	Adtran	N/A	8	8	8	\$377.80	\$0.00
10/100	2	9 - 15	N/A	Adtran	N/A	15	15	15	\$441.40	\$0.00
10/100	4	4 - 8	N/A	Adtran	N/A	8	8	8	\$462.02	\$0.00
10/100	4	9 - 15	N/A	Adtran	N/A	15	15	15	\$525.62	\$0.00
10/100	4	16 - 21	N/A	Adtran	N/A	21	21	21	\$681.10	\$0.00
10/100	4	22 - 30	N/A	Adtran	N/A	24	30	30	\$765.90	\$0.00
10/100	6	4 - 8	N/A	Adtran	N/A	8	8	8	\$548.93	\$0.00
10/100	6	9 - 15	N/A	Adtran	N/A	15	15	15	\$612.54	\$0.00
10/100	6	16 - 21	N/A	Adtran	N/A	21	21	21	\$768.01	\$0.00
10/100	6	22 - 30	N/A	Adtran	N/A	24	30	30	\$852.82	\$0.00
10/100	6	31 - 37	N/A	Adtran	N/A	24	37	37	\$937.62	\$0.00
10/100	6	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,022.43	\$0.00
10/100	8	4 - 8	N/A	Adtran	N/A	8	8	8	\$632.26	\$0.00
10/100	8	9 - 15	N/A	Adtran	N/A	15	15	15	\$695.86	\$0.00

10/100	8	16 - 21	N/A	Adtran	N/A	21	21	21	\$851.34	\$0.00
10/100	8	22 - 30	N/A	Adtran	N/A	24	30	30	\$936.14	\$0.00
10/100	8	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,020.95	\$0.00
10/100	8	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,105.75	\$0.00
10/100	10	4 - 8	N/A	Adtran	N/A	8	8	8	\$716.48	\$0.00
10/100	10	9 - 15	N/A	Adtran	N/A	15	15	15	\$780.09	\$0.00
10/100	10	16 - 21	N/A	Adtran	N/A	21	21	21	\$935.56	\$0.00
10/100	10	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,020.37	\$0.00
10/100	10	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,105.17	\$0.00
10/100	10	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,189.98	\$0.00
10/100	10	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,288.92	\$0.00
10/100	15	4 - 8	N/A	Adtran	N/A	8	8	8	\$858.05	\$0.00
10/100	15	9 - 15	N/A	Adtran	N/A	15	15	15	\$921.66	\$0.00
10/100	15	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,077.13	\$0.00
10/100	15	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,161.94	\$0.00
10/100	15	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,246.74	\$0.00
10/100	15	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,331.55	\$0.00
10/100	15	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,430.48	\$0.00
10/100	20	4 - 8	N/A	Adtran	N/A	8	8	8	\$996.93	\$0.00
10/100	20	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,060.54	\$0.00
10/100	20	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,216.01	\$0.00
10/100	20	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,300.82	\$0.00
10/100	20	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,385.62	\$0.00
10/100	20	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,470.43	\$0.00
10/100	20	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,569.36	\$0.00
10/100	25	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,139.40	\$0.00
10/100	25	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,203.00	\$0.00
10/100	25	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,358.48	\$0.00
10/100	25	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,443.28	\$0.00
10/100	25	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,528.08	\$0.00
10/100	25	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,612.89	\$0.00
10/100	25	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,711.83	\$0.00
10/100	30	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,280.96	\$0.00
10/100	30	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,344.57	\$0.00

10/100	30	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,500.04	\$0.00
10/100	30	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,584.85	\$0.00
10/100	30	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,669.65	\$0.00
10/100	30	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,754.46	\$0.00
10/100	30	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,853.40	\$0.00
10/100	35	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,419.84	\$0.00
10/100	35	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,483.45	\$0.00
10/100	35	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,638.92	\$0.00
10/100	35	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,723.73	\$0.00
10/100	35	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,808.53	\$0.00
10/100	35	38 - 45	N/A	Adtran	N/A	24	45	45	\$1,893.34	\$0.00
10/100	35	46 - 50	N/A	Adtran	N/A	24	46	48	\$1,992.28	\$0.00
10/100	40	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,561.41	\$0.00
10/100	40	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,625.02	\$0.00
10/100	40	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,780.49	\$0.00
10/100	40	22 - 30	N/A	Adtran	N/A	24	30	30	\$1,865.30	\$0.00
10/100	40	31 - 37	N/A	Adtran	N/A	24	37	37	\$1,950.10	\$0.00
10/100	40	38 - 45	N/A	Adtran	N/A	24	45	45	\$2,034.91	\$0.00
10/100	40	46 - 50	N/A	Adtran	N/A	24	46	48	\$2,133.84	\$0.00
10/100	45	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,700.29	\$0.00
10/100	45	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,763.90	\$0.00
10/100	45	16 - 21	N/A	Adtran	N/A	21	21	21	\$1,919.37	\$0.00
10/100	45	22 - 30	N/A	Adtran	N/A	24	30	30	\$2,004.18	\$0.00
10/100	45	31 - 37	N/A	Adtran	N/A	24	37	37	\$2,088.98	\$0.00
10/100	45	38 - 45	N/A	Adtran	N/A	24	45	45	\$2,173.79	\$0.00
10/100	45	46 - 50	N/A	Adtran	N/A	24	46	48	\$2,272.72	\$0.00
10/100	50	4 - 8	N/A	Adtran	N/A	8	8	8	\$1,841.86	\$0.00
10/100	50	9 - 15	N/A	Adtran	N/A	15	15	15	\$1,905.46	\$0.00
10/100	50	16 - 21	N/A	Adtran	N/A	21	21	21	\$2,060.94	\$0.00
10/100	50	22 - 30	N/A	Adtran	N/A	24	30	30	\$2,145.74	\$0.00
10/100	50	31 - 37	N/A	Adtran	N/A	24	37	37	\$2,230.55	\$0.00
10/100	50	38 - 45	N/A	Adtran	N/A	24	45	45	\$2,315.35	\$0.00
10/100	50	46 - 50	N/A	Adtran	N/A	24	46	48	\$2,414.29	\$0.00

¹ pricing and availability of bandwidths > 50 Mbps is ICB.

² # simultaneous calls may be a combination of analog lines and PRI or analog lines and digital trunks. PRI & digital trunk combination is not a

³ A fully managed Adtran TA 924e integrated access device (IAD) is included in the converged bundle price.

⁴ PREMIUM/CoS has an additional charge.

On-Net Converged Services Transport Pricing

Transport is a separate charge that is applied in addition to the Converged

WAN Access	Bandwidth (Mbps) ¹	MRC Description	MRC	NRC Description	NRC
1xT1 - 8xT1	1.5 - 12 mb	Price per single On-Net T1	\$60.93		\$0.00
DS3	3 - 45 mb	Price per single On-Net DS3	\$232.96		\$0.00
OC3	35 - 155 mb	Price per single OC3	\$655.87		\$0.00
10/100 Port	2 - 100 mb	Price per 10/100 Port	\$232.96		\$0.00
GigE Port	1000mb	Price per 1000 mb Port	\$501.76		\$0.00

Off-Net Converged Services Transport Pricing

Transport is a separate charge that is applied in addition to the Converged

WAN Access	Bandwidth (Mbps) ¹	MRC Description	MRC	NRC Description	NRC
1xT1 - 8xT1	1.5 - 12 mb	Price per single On-Net T1	Tab D-3-8		
DS3	3 - 45 mb	Price per single On-Net DS3	Tab D-3-9		
OC3	35 - 155 mb	Price per single OC3	N/A		
10/100 Port	2 - 100 mb	Price per 10/100 Port	N/A		
GigE Port	1000mb	Price per 1000 mb Port	N/A		

Converged Services Managed Router

Transport Bandwidths	Supported Bandwidths (Mbps)	Vendor	Router Model	Ports	MRC	NRC
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T1 - 4xT1	1.5 - 6 mb	CISCO	1941 ISR	(2) 10/100 (Cat5e)	\$157.98	\$560.00
5xT1-8xT1	7.5 - 12 mb	CISCO	2911 ISR	(2) 10/100 /1,000 (Cat5e)	\$246.79	\$560.00
DS3	3 - 45 mb	CISCO	3925 ISR	(2) 10/100 /1,000 (Cat5e) ⁴	\$331.97	\$560.00
Ethernet (10 - 100 Mbps port)	2 - 35 mb	CISCO	1941 ISR	(2) 10/100 (Cat5e)	\$157.98	\$560.00
Ethernet (100 Mbps - 1 Gbps port)	40 - 125 mb	CISCO	3925 ISR	(2) 10/100 /1,000 (Cat5e)	\$331.97	\$560.00
Ethernet (100 Mbps - 1 Gbps port)	150 mb - 1 gb	CISCO	ASR1002	(2) 10/100 /1,000 (SEP)	\$1,113.11	\$560.00
T1 - 2xT1	1.5 - 3 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)	\$145.60	\$500.00
3xT1 - 8xT1	4.5 - 12 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5)	\$301.39	\$500.00
DS3	3 - 45 mb	ADTRAN	NetVanta 5305	(2) 10/100 (Cat5e)	\$314.50	\$500.00
Ethernet (10 Mbps port)	2 - 10 mb	ADTRAN	NetVanta 3430	(1) 10/100 (Cat5e)	\$145.60	\$500.00
Ethernet (100 Mbps port)	15 - 100 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5) ⁵	\$222.77	\$500.00
Adtran Router grandfathered to existing services only						
T1 - 2xT1	1.5 - 3 mb	ADTRAN	NetVanta 3430	10/100 (Cat5e)	\$84.00	\$560.00
3xT1 - 8xT1	4.5 - 12 mb	ADTRAN	NetVanta 4430	10/100 /1,000 (Cat5)	\$84.00	\$560.00
DS3	3 - 45 mb	ADTRAN	NetVanta 3430	10/100 (Cat5e)	\$112.00	\$560.00
Ethernet (10 Mbps)	2 - 10 mb	ADTRAN	NetVanta 3430	(1) 10/100 (Cat5e)	\$112.00	\$560.00

Ethernet (100 Mbps	15 - 100 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5) ⁵	\$112.00	\$560.00
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⁴ SFP interface is available as a non-standard request for an additional charge

⁵ SFP is required with this configuration. Available options include: SX-MM

ILAN		Grandfathered to existing installed services only. No new sales		
10 Mbps ILAN Port	\$24.44	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Internet Access	\$55.55	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 128 Kbps	\$109.70	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 256 Kbps	\$149.11	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 384 Kbps	\$201.35	Grandfathered to existing installed services only. No new sales	\$0.00	

ILAN Data 512 Kbps	\$227.47	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 640 Kbps	\$253.59	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 768 Kbps	\$279.70	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 896 Kbps	\$284.93	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 1,024 Kbps	\$287.30	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 1,536 Kbps	\$311.05	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 2,048 Kbps	\$334.32	Grandfathered to existing installed services only. No new sales	\$0.00	

ILAN Data 2,560 Kbps	\$358.06	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 3,072 Kbps	\$381.33	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Data 3,584 Kbps	\$410.30	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN Lines, Trunks	\$18.55	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN IPRI B channel	\$19.78	Grandfathered to existing installed services only. No new sales	\$0.00	
ILAN PRI facility	\$53.76	Grandfathered to existing installed services only. No new sales	\$0.00	
		Grandfathered to existing installed services only. No new sales		

IP F/X		Grandfathered to existing installed services only. No new sales		
Virtual Reach Originating City Charge	\$280.00	Grandfathered to existing installed services only. No new sales	\$0.00	
Local Reach Originating City Charge	\$364.00	Grandfathered to existing installed services only. No new sales	\$0.00	
Reach Intra/Interstate Charge	\$56.00	Grandfathered to existing installed services only. No new sales	\$0.00	
		Grandfathered to existing installed services only. No new sales		
IP Trunks		Grandfathered to existing installed services only. No new sales		
10 Mb Ethernet Port	\$247.30	Grandfathered to existing installed services only. No new sales	\$0.00	

2 Mb	\$376.32	Grandfathered to existing installed services only. No new sales	\$0.00	
4 Mb	\$752.64	Grandfathered to existing installed services only. No new sales	\$0.00	
6 Mb	\$1,075.20	Grandfathered to existing installed services only. No new sales	\$0.00	
8 Mb	\$1,433.60	Grandfathered to existing installed services only. No new sales	\$0.00	
NSP - Not Separately Priced				

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

Internet Services				
Internet Services are typically comprised of two service elements -- Internet Access (bandwidth) and Internet Transport (port, i.e. T1, DS3, OCn), but can be augmented with Managed Security Services (MSS) and Managed Routers. See Access Tab for On Net of Off Net Access pricing.				
Access Rate	MRC	MRC Description	NRC	NRC Description
128K	NSP		NSP	
256k	NSP		NSP	
384k	NSP		NSP	
512k	NSP		NSP	
768k	NSP		NSP	
1024k	NSP		NSP	
1.5 Mbps	\$125.44		\$0.00	
3 Mbps	\$185.92		\$0.00	
4.5 Mbps	\$216.56		\$0.00	
6 Mbps	\$287.30		\$0.00	
7.5 Mbps	\$357.34		\$0.00	
9 Mbps	\$426.65		\$0.00	
10 Mbps	\$263.42		\$0.00	
20 Mbps	\$387.88		\$0.00	
50 Mbps	\$504.00		\$0.00	
100 Mbps	\$728.00		\$0.00	
200 Mbps	\$1,523.37		\$0.00	
300 Mbps	\$1,604.83		\$0.00	
400 Mbps	\$1,759.17		\$0.00	
500 Mbps	\$1,988.55		\$0.00	
600 Mbps	\$2,067.84		\$0.00	
700 Mbps	\$2,222.18		\$0.00	
800 Mbps	\$2,376.52		\$0.00	
900 Mbps	\$2,530.85		\$0.00	
1000 Mbps	\$2,685.19		\$0.00	
2000 Mbps	\$2,839.52		\$0.00	

3000 Mbps	\$2,993.86		\$0.00	
4000 Mbps	\$3,148.20		\$0.00	
5000 Mbps	\$3,302.53		\$0.00	
6000 Mbps	\$3,456.87		\$0.00	
7000 Mbps	\$3,611.20		\$0.00	
8000 Mbps	\$3,765.54		\$0.00	
9000 Mbps	\$3,919.88		\$0.00	
10000 Mbps	\$4,074.21		\$0.00	

Managed Security Services (MSS)			
Managed Security Services are available in the following two formats: Premium and Business levels (see response for details)>			
MSS Premium Level Service			
Internet Bandwidth	MRC		NRC
0 - 2.0 Mbps	\$105.34	Grandfathered	\$0.00
2.1 - 5.0 Mbps	\$138.32	Grandfathered	\$0.00
5.1 - 10 Mbps	\$234.08	Grandfathered	\$0.00
11 - 25 Mbps	\$292.60	Grandfathered	\$0.00
26 - 50 Mbps	\$319.20	Grandfathered	\$0.00
51 - 100 Mbps	\$425.60	Grandfathered	\$0.00
101 - 155 Mbps	\$532.00	Grandfathered	\$0.00
156 - 250 Mbps	\$638.40	Grandfathered	\$0.00
MSS Business Level Service			
Internet Bandwidth	MRC		NRC
0 - 2.0 Mbps	\$79.80	Grandfathered	\$0.00
2.1 - 5.0 Mbps	\$106.40	Grandfathered	\$0.00
5.1 - 10 Mbps	\$175.56	Grandfathered	\$0.00
11 - 25 Mbps	\$239.40	Grandfathered	\$0.00
26 - 50 Mbps	\$266.00	Grandfathered	\$0.00
51 - 100 Mbps	\$372.40	Grandfathered	\$0.00
101 - 155 Mbps	\$425.60	Grandfathered	\$0.00
156 - 250 Mbps	\$532.00	Grandfathered	\$0.00

Internet Services Managed Router						
Transport Bandwidths	Supported Bandwidths (Mbps)	Vendor	Router Model	Ports	MRC	NRC
T1 - 4xT1	1.5 - 6 mb	CISCO	1941 ISR	(2) 10/100 (Cat5e)	\$157.98	\$500.00
5xT1-8xT1	7.5 - 12 mb	CISCO	2911 ISR	(2) 10/100 /1,000 (Cat5e)	\$246.79	\$500.00
DS3	3 - 45 mb	CISCO	3925 ISR	(2) 10/100 /1,000 (Cat5) ⁴	\$331.97	\$500.00
Ethernet (10 - 100 Mbps port)	2 - 35 mb	CISCO	1941 ISR	(2) 10/100 (Cat5e)	\$157.98	\$500.00
Ethernet (100 Mbps - 1 Gbps port)	40 - 125 mb	CISCO	3925 ISR	(2) 10/100 /1,000 (Cat5e)	\$331.97	\$500.00
Ethernet (100 Mbps - 1 Gbps port)	150 mb - 1 gb	CISCO	ASR1002	(2) 10/100 /1,000 (SFP required)	\$952.00	\$500.00
T1 - 2xT1	1.5 - 3 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)	\$84.00	\$500.00
3xT1 - 8xT1	4.5 - 12 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5)	\$84.00	\$500.00
DS3	3 - 45 mb	ADTRAN	NetVanta 5305	(2) 10/100 (Cat5e)	\$112.00	\$500.00
Ethernet (10 Mbps port)	2 - 10 mb	ADTRAN	NetVanta 3430	(1) 10/100 (Cat5e)	\$112.00	\$500.00
Ethernet (100 Mbps port)	15 - 100 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5) ⁵	\$112.00	\$500.00
⁴ SFP interface is available as a non-standard request for an additional charge						
⁵ SFP is required with this configuration. Available options include: SX-MM (Shorthaul), LX-SM (Longhaul) and T (Copper SFP).						
Level 3 reserves the right to change router model due to manufacturer End of Sale notification which may impact pricing.						

<i>If a location is Off-Net, the postalized access service rate is replaced by DS1 and DS3 loops. For OC-3, OC-12, 10/100 and GigE, these access rates are ICB⁶.</i>
<i>Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.</i>
<i>Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB.</i>

Direct Denial of Service (DDoS)			
DDoS Pricing is based on Port Bandwidth:			
Internet Bandwidth	MRC	Supported Bandwidth	NRC

DDoS Network Protect 100 Mbps	\$627.20	Up to 100 Mbps	\$1,120.00
DDoS Network Protect 200 Mbps	\$910.00	101 to 200 Mbps	\$1,400.00
DDoS Network Protect 500 Mbps	\$1,092.00	201 to 500 Mbps	\$1,680.00
DDoS Network Protect 1 Gbps	\$1,456.00	501 Mbps to 1 Gbps	\$2,240.00
DDoS Network Protect 2000 Mbps	\$1,820.00	1.1 Gbps - 2 Gbps	\$2,800.00
DDoS Network Protect 4000 Mbps	\$2,184.00	2.1 Gbps - 4.0 Gbps	\$3,360.00
DDoS Network Protect 20 Gbps	\$4,368.00	10.1 Gbps to 20 Gbps	\$3,360.00
DDoS Network Protect 30 Gbps	\$5,824.00	20.1 Gbps to 30 Gbps	\$3,360.00
DDoS Network Protect 40 Gbps	\$7,280.00	30.1 Gbps to 40 Gbps	\$3,360.00

Direct Denial of Service (DDoS)			
DDoS Pricing is based on Port Bandwidth:			
Internet Bandwidth	MRC	Supported Bandwidth	NRC
DDoS On Demand 100 Mbps	\$3,136.00	Up to 100 Mbps	\$3,920.00
DDoS On Demand 200 Mbps	\$3,584.00	101 to 200 Mbps	\$5,600.00
DDoS On Demand 500 Mbps	\$3,920.00	201 to 500 Mbps	\$6,440.00
DDoS On Demand 1 Gbps	\$4,233.60	501 Mbps to 1 Gbps	\$8,680.00
DDoS On Demand 2 Gbps	\$4,704.00	1.1 Gbps - 2 Gbps	\$12,992.00
DDoS On Demand 3 Gbps	\$5,040.00	2.1 Gbps - 3.0 Gbps	\$15,568.00
DDoS On Demand 4 Gbps	\$5,499.20	3.1 Gbps - 4 Gbps	\$18,032.00

DDoS On Demand 5 Gbps	\$6,720.00	4.1 Gbps to 5 Gbps	\$20,608.00
DDoS On Demand 10 Gbps	\$12,320.00	5.1 Gbps to 10 Gbps	\$32,972.80
The Network Protect and On Demand DDoS Mitigation service must be sold in conjunction with Level 3 Internet			
The above pricing must be applied to each Level 3 Internet circuit protected (i.e. no aggregated pricing where one instance of the above covers multiple circuits)			
Level 3 Internet Service is priced separately from the above and requires an additional VLAN for the delivery of the DDoS Mitigation service. The additional VLAN on the Internet circuit is not included in the above DDoS Mitigation service pricing.			
Min contract term 1 year			
The clean traffic return must match the size of the Internet circuit protected. For example 1 Gbps pricing for clean traffic return is available on a 1 Gbps Internet port from Level3. For higher speed Internet ports you have to purchase a matching higher speed DDoS clean traffic return.			

Direct Denial of Service (DDoS)			
DDoS Pricing is based on Port Bandwidth:			
Internet Bandwidth	MRC	Supported Bandwidth	NRC
DDoS Always On 100 Mbps	\$4,732.00	Up to 100 Mbps	\$3,920.00
DDoS Always On 200 Mbps	\$6,479.20	101 to 200 Mbps	\$5,600.00
DDoS Always On 500 Mbps	\$7,571.20	201 to 500 Mbps	\$6,440.00
DDoS Always On 1 Gbps	\$11,138.40	501 Mbps to 1 Gbps	\$8,680.00
Bandwidth over 1 Gbps requires MPLS Access. See MPLS tab for pricing			
DDoS Always On 2 Gbps	\$18,491.20	1.1 Gbps - 2 Gbps	\$12,992.00
DDoS Always On 3 Gbps	\$23,004.80	2.1 Gbps - 3.0 Gbps	\$15,568.00
DDoS Always On 4 Gbps	\$26,353.60	3.1 Gbps - 4 Gbps	\$18,032.00
DDoS Always On 5 Gbps	\$30,940.00	4.1 Gbps to 5 Gbps	\$20,608.00
DDoS Always On 10 Gbps	\$49,504.00	5.1 Gbps to 10 Gbps	\$32,972.80

GRE Tunnels to Addl Router	\$728.00		\$1,344.00
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Addl Protected Subnets (16x /24)	\$873.60		\$1,344.00
Flow Based Monitoring	\$655.20		\$1,344.00

DDoS bandwidth options between 1000 Mbps and 10000 Mbps require capacity check prior to order.

Burstable Internet Services			
Burstable Internet Services are available on the following Interfaces:			
DS-3, OC-3, OC-12, OC-48, 100mb, 1Gb, 10Gb			
Minimum Committed Information Rates (CIR):			
Interface	Minimum CIR		
DS-3	10 Mbps		
OC-3	35 Mbps		
OC-12	125 Mbps		
OC-48	1 Gbps		
100 Mbps	10 Mbps		
1 Gbps	100 Mbps		
10 Gbps	1 Gbps		
Standard Peak Information Rates (PIR):			
Interface	Maximum CIR		
DS-3	45 Mbps		
OC-3	155 Mbps		
OC-12	3xCIR		
OC-48	3xCIR		
100 Mbps	100 Mbps		
1 Gbps	3xCIR		
10 Gbps	3xCIR		
Burstable Internet Usage Pricing			
Burstable Internet Usage is priced at a dollar per mb basis on usage above the based on the MRC of the CIR divided by the CIR mb, e.g.:			
Burstable Internet CIR	Port MRC	Burstable Usage MRC	
10 Mbps	\$364.00	\$36.40	
200 Mbps	\$1,523.37	\$7.62	

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

Level 3's Quality of Service levels -referred to as "CoS" or Class of Service - are RT (Realtime), IT (interactive), and MC/P/BE (Mission Critical/Priority/Best Effort).
Customers received all 5 service classes for bandwidths up to 12 Mbps for a flat rate: 1.5 - 2Mbps = \$55 • 3- 8 Mbps = \$82.50 • 9-12 Mbps = \$132
Above 12 Mbps, Level 3 allows granularity by service class; pricing is dependent on the amount of bandwidth devoted to each class.

Native LAN (NLAN Metro Ethernet)					
Native LAN Services are typically comprised of two service elements - Port (T1, 10/100, OCn) and Bandwidth. See access pricing tab for On Net or Off Net Access Pricing					
There are two versions of NLAN, Elite and Switched (SNLAN). Elite features dedicated point-to-point or point-to-multipoint SONET protection, while SNLAN services utilize a switched Ethernet network. See proposal for details.					
Each version of NLAN - Elite and SNLAN - require a Port and Bandwidth component at each location on a network.					
On-Net Port Speed ¹	MRC	MRC Description	NRC	NRC Description	
10/100	\$179.20	Optical Ethernet Port	\$0.00		
1000	\$439.04	Optical Ethernet Port	\$0.00		

¹Off-net Metro Ethernet Services are also available, but require special equipment to provide Ethernet termination; Off-Net port p

Elite NLAN Bandwidth	MRC	MRC Description	NRC	NRC Description
10 Mbps	\$376.32		\$0.00	
100 Mbps	\$903.17		\$0.00	
600 Mbps	\$1,756.16		\$0.00	
1000 Mbps	\$2,195.20		\$0.00	
SNLAN Bandwidth	MRC	MRC Description	NRC	NRC Description
2 Mbps	\$282.24		\$0.00	
4 Mbps	\$282.24		\$0.00	
6 Mbps	\$282.24		\$0.00	
8 Mbps	\$282.24		\$0.00	
10 Mbps	\$282.24		\$0.00	
15 Mbps	\$295.83		\$0.00	
20 Mbps	\$309.42		\$0.00	
25 Mbps	\$323.01		\$0.00	
30 Mbps	\$336.60		\$0.00	
35 Mbps	\$350.19		\$0.00	
40 Mbps	\$363.78		\$0.00	

45 Mbps	\$377.37		\$0.00	
50 Mbps	\$390.95		\$0.00	
55 Mbps	\$404.54		\$0.00	
60 Mbps	\$418.13		\$0.00	
65 Mbps	\$431.72		\$0.00	
70 Mbps	\$445.31		\$0.00	
75 Mbps	\$458.90		\$0.00	
80 Mbps	\$472.49		\$0.00	
85 Mbps	\$486.08		\$0.00	
90 Mbps	\$499.67		\$0.00	
95 Mbps	\$513.26		\$0.00	
100 Mbps	\$526.85		\$0.00	
150 Mbps	\$558.56		\$0.00	
200 Mbps	\$590.26		\$0.00	
250 Mbps	\$621.97		\$0.00	
300 Mbps	\$653.68		\$0.00	
350 Mbps	\$685.39		\$0.00	
400 Mbps	\$717.10		\$0.00	
450 Mbps	\$748.81		\$0.00	
500 Mbps	\$780.52		\$0.00	
550 Mbps	\$812.22		\$0.00	
600 Mbps	\$843.93		\$0.00	
650 Mbps	\$875.64		\$0.00	
700 Mbps	\$907.35		\$0.00	
750 Mbps	\$939.06		\$0.00	
800 Mbps	\$970.77		\$0.00	
850 Mbps	\$1,002.47		\$0.00	
900 Mbps	\$1,034.18		\$0.00	
950 Mbps	\$1,065.89		\$0.00	
1000 Mbps	\$1,097.60		\$0.00	
1000 Mbps+	ICB		ICB	

Extended Native NLAN (ENLAN)

The Extended NLAN ("ENLAN") Service is an interstate/intrastate Ethernet Service that provides a managed end-to-end solution.

Native LAN Services are typically comprised of three service elements - SNLAN Port (T1, 10/100, OCn), SNLAN Bandwidth (pricing above), and ENLAN bandwidth (rates below).

CoS Rates - Cost per Access Bandwidth

ENLAN Bandwidth	MRC	NRC	RT CoS MRC8	IA CoS MRC	
2 Mbps	\$156.80	\$0.00	ICB	ICB	ICB
4 Mbps	\$180.32	\$0.00	ICB	ICB	ICB
6 Mbps	\$203.84	\$0.00	ICB	ICB	ICB
8 Mbps	\$227.36	\$0.00	ICB	ICB	ICB
10 Mbps	\$250.88	\$0.00	ICB	ICB	ICB
15 Mbps	\$268.30	\$0.00	ICB	ICB	ICB
20 Mbps	\$285.72	\$0.00	ICB	ICB	ICB
25 Mbps	\$303.15	\$0.00	ICB	ICB	ICB
30 Mbps	\$320.57	\$0.00	ICB	ICB	ICB
35 Mbps	\$337.99	\$0.00	ICB	ICB	ICB
40 Mbps	\$355.41	\$0.00	ICB	ICB	ICB
45 Mbps	\$372.84	\$0.00	ICB	ICB	ICB
50 Mbps	\$390.26	\$0.00	ICB	ICB	ICB
55 Mbps	\$407.68	\$0.00	ICB	ICB	ICB
60 Mbps	\$425.10	\$0.00	ICB	ICB	ICB
65 Mbps	\$442.52	\$0.00	ICB	ICB	ICB
70 Mbps	\$459.95	\$0.00	ICB	ICB	ICB
75 Mbps	\$477.37	\$0.00	ICB	ICB	ICB
80 Mbps	\$494.79	\$0.00	ICB	ICB	ICB
85 Mbps	\$512.21	\$0.00	ICB	ICB	ICB
90 Mbps	\$529.64	\$0.00	ICB	ICB	ICB
95 Mbps	\$547.06	\$0.00	ICB	ICB	ICB
100 Mbps	\$564.48	\$0.00	ICB	ICB	ICB
125 Mbps	\$658.56	\$0.00	ICB	ICB	ICB
150 Mbps	\$752.64	\$0.00	ICB	ICB	ICB
175 Mbps	\$846.72	\$0.00	ICB	ICB	ICB
200 Mbps	\$940.80	\$0.00	ICB	ICB	ICB
225 Mbps	\$1,034.88	\$0.00	ICB	ICB	ICB
250 Mbps	\$1,128.96	\$0.00	ICB	ICB	ICB
275 Mbps	\$1,191.68	\$0.00	ICB	ICB	ICB

300 Mbps	\$1,254.40	\$0.00	ICB	ICB	ICB
325 Mbps	\$1,317.12	\$0.00	ICB	ICB	ICB
350 Mbps	\$1,379.84	\$0.00	ICB	ICB	ICB
375 Mbps	\$1,442.56	\$0.00	ICB	ICB	ICB
400 Mbps	\$1,505.28	\$0.00	ICB	ICB	ICB
425 Mbps	\$1,568.00	\$0.00	ICB	ICB	ICB
450 Mbps	\$1,630.72	\$0.00	ICB	ICB	ICB
475 Mbps	\$1,693.44	\$0.00	ICB	ICB	ICB
500 Mbps	\$1,756.16	\$0.00	ICB	ICB	ICB
525 Mbps	\$1,818.88	\$0.00	ICB	ICB	ICB
550 Mbps	\$1,881.60	\$0.00	ICB	ICB	ICB
575 Mbps	\$1,944.32	\$0.00	ICB	ICB	ICB
600 Mbps	\$2,007.04	\$0.00	ICB	ICB	ICB
625 Mbps	\$2,069.76	\$0.00	ICB	ICB	ICB
650 Mbps	\$2,132.48	\$0.00	ICB	ICB	ICB
675 Mbps	\$2,195.20	\$0.00	ICB	ICB	ICB
700 Mbps	\$2,257.92	\$0.00	ICB	ICB	ICB
725 Mbps	\$2,320.64	\$0.00	ICB	ICB	ICB
750 Mbps	\$2,383.36	\$0.00	ICB	ICB	ICB
775 Mbps	\$2,427.26	\$0.00	ICB	ICB	ICB
800 Mbps	\$2,471.17	\$0.00	ICB	ICB	ICB
825 Mbps	\$2,515.07	\$0.00	ICB	ICB	ICB
850 Mbps	\$2,558.98	\$0.00	ICB	ICB	ICB
875 Mbps	\$2,602.88	\$0.00	ICB	ICB	ICB
900 Mbps	\$2,646.78	\$0.00	ICB	ICB	ICB
925 Mbps	\$2,690.69	\$0.00	ICB	ICB	ICB
950 Mbps	\$2,734.59	\$0.00	ICB	ICB	ICB
975 Mbps	\$2,778.50	\$0.00	ICB	ICB	ICB
1000 Mbps	\$2,822.40	\$0.00	ICB	ICB	ICB

All NLAN and ENLAN services above this line are grandfathered, existing serices only, no new sales.

Ethernet Line (E-LINE) Services

E-Line is a platform-agnostic, point to point service that can traverse between any two User Network Interface's (UNIs), between any two ELINE-enabled markets. The product is comprised of at least two UNIs-often compared to a port and at least one Ethernet Virtual Connection (EVC) - the logical svc that connects any two UNIs together.

E-LINE UNI	MRC	MRC Description	NRC	NRC Description
100M Shared	\$179.20		\$0.00	
1G Shared	\$439.04		\$0.00	
100M Dedicated	\$179.20		\$0.00	
1G Dedicated	\$439.04		\$0.00	
10G Shared	\$1,164.80		\$0.00	
10G Dedicated	\$1,164.80		\$0.00	
Cross Connect in Equinix Data Centers	\$392.00		\$392.00	
E-Line Shared EVC	MRC	MRC Description	NRC	NRC Description
2 Mbps	\$451.58		\$0.00	
4 Mbps	\$542.53		\$0.00	
6 Mbps	\$633.47		\$0.00	
8 Mbps	\$724.42		\$0.00	
10 Mbps	\$815.36		\$0.00	
15 Mbps	\$839.82		\$0.00	
20 Mbps	\$864.28		\$0.00	
25 Mbps	\$888.74		\$0.00	
30 Mbps	\$913.20		\$0.00	
35 Mbps	\$937.66		\$0.00	
40 Mbps	\$962.12		\$0.00	
45 Mbps	\$986.59		\$0.00	
50 Mbps	\$1,011.05		\$0.00	
55 Mbps	\$1,035.51		\$0.00	
60 Mbps	\$1,059.97		\$0.00	
65 Mbps	\$1,084.43		\$0.00	
70 Mbps	\$1,108.89		\$0.00	
75 Mbps	\$1,133.35		\$0.00	
80 Mbps	\$1,157.81		\$0.00	
85 Mbps	\$1,182.27		\$0.00	

90 Mbps	\$1,206.73		\$0.00	
95 Mbps	\$1,231.19		\$0.00	
100 Mbps	\$1,254.40		\$0.00	
150 Mbps	\$1,359.14		\$0.00	
200 Mbps	\$1,463.88		\$0.00	
250 Mbps	\$1,568.63		\$0.00	
300 Mbps	\$1,673.37		\$0.00	
350 Mbps	\$1,778.11		\$0.00	
400 Mbps	\$1,882.85		\$0.00	
450 Mbps	\$1,987.60		\$0.00	
500 Mbps	\$2,092.34		\$0.00	
550 Mbps	\$2,197.08		\$0.00	
600 Mbps	\$2,301.82		\$0.00	
650 Mbps	\$2,406.57		\$0.00	
700 Mbps	\$2,511.31		\$0.00	
750 Mbps	\$2,616.05		\$0.00	
800 Mbps	\$2,720.79		\$0.00	
850 Mbps	\$2,825.54		\$0.00	
900 Mbps	\$2,930.28		\$0.00	
950 Mbps	\$3,035.02		\$0.00	
1000 Mbps	\$3,136.00		\$0.00	
1000 Mbps+	ICB		ICB	
E-Line Dedicated EVC	MRC	MRC Description	NRC	NRC Description
100 Mbps	\$2,195.20		\$0.00	
150 Mbps	\$2,387.12		\$0.00	
200 Mbps	\$2,579.05		\$0.00	
250 Mbps	\$2,770.97		\$0.00	
300 Mbps	\$2,962.89		\$0.00	
350 Mbps	\$3,154.82		\$0.00	
400 Mbps	\$3,346.74		\$0.00	
450 Mbps	\$3,538.66		\$0.00	
500 Mbps	\$3,730.59		\$0.00	
550 Mbps	\$3,922.51		\$0.00	
600 Mbps	\$4,114.43		\$0.00	

650 Mbps	\$4,306.36		\$0.00	
700 Mbps	\$4,498.28		\$0.00	
750 Mbps	\$4,690.20		\$0.00	
800 Mbps	\$4,882.12		\$0.00	
850 Mbps	\$5,074.05		\$0.00	
900 Mbps	\$5,265.97		\$0.00	
950 Mbps	\$5,457.89		\$0.00	
1000 Mbps	\$5,644.80		\$0.00	
1000 Mbps+	ICB		ICB	
Metro Ethernet Line (E-LINE) Services				
100M Shared	\$179.20		\$0.00	
1G Shared	\$439.04		\$0.00	
100M Dedicated	\$179.20		\$0.00	
1G Dedicated	\$439.04		\$0.00	
10G Shared	\$1,164.80		ICB	
10G Dedicated	\$1,164.80		ICB	
E-Line Shared EVC	MRC	MRC Description	NRC	NRC Description
2 Mbps	\$47.04		\$0.00	
4 Mbps	\$74.64		\$0.00	
6 Mbps	\$102.23		\$0.00	
8 Mbps	\$129.83		\$0.00	
10 Mbps	\$156.80		\$0.00	
15 Mbps	\$183.14		\$0.00	
20 Mbps	\$209.48		\$0.00	
25 Mbps	\$235.83		\$0.00	
30 Mbps	\$262.17		\$0.00	
35 Mbps	\$288.51		\$0.00	
40 Mbps	\$314.85		\$0.00	
45 Mbps	\$341.20		\$0.00	
50 Mbps	\$367.54		\$0.00	
55 Mbps	\$393.88		\$0.00	
60 Mbps	\$420.22		\$0.00	
65 Mbps	\$446.57		\$0.00	
70 Mbps	\$472.91		\$0.00	

75 Mbps	\$499.25		\$0.00	
80 Mbps	\$525.59		\$0.00	
85 Mbps	\$551.94		\$0.00	
90 Mbps	\$578.28		\$0.00	
95 Mbps	\$604.62		\$0.00	
100 Mbps	\$627.20		\$0.00	
150 Mbps	\$697.45		\$0.00	
200 Mbps	\$767.69		\$0.00	
250 Mbps	\$837.94		\$0.00	
300 Mbps	\$908.19		\$0.00	
350 Mbps	\$978.43		\$0.00	
400 Mbps	\$1,048.68		\$0.00	
450 Mbps	\$1,118.92		\$0.00	
500 Mbps	\$1,189.17		\$0.00	
550 Mbps	\$1,259.42		\$0.00	
600 Mbps	\$1,329.66		\$0.00	
650 Mbps	\$1,399.91		\$0.00	
700 Mbps	\$1,470.16		\$0.00	
750 Mbps	\$1,540.40		\$0.00	
800 Mbps	\$1,610.65		\$0.00	
850 Mbps	\$1,680.90		\$0.00	
900 Mbps	\$1,751.14		\$0.00	
950 Mbps	\$1,821.39		\$0.00	
1000 Mbps	\$1,881.60		\$0.00	
1000 Mbps+	ICB		ICB	
E-Line Dedicated EVC	MRC	MRC Description	NRC	NRC Description
100 Mbps	\$1,254.40		\$0.00	
150 Mbps	\$1,359.14		\$0.00	
200 Mbps	\$1,463.88		\$0.00	
250 Mbps	\$1,568.63		\$0.00	
300 Mbps	\$1,673.37		\$0.00	
350 Mbps	\$1,778.11		\$0.00	
400 Mbps	\$1,882.85		\$0.00	
450 Mbps	\$1,987.60		\$0.00	

500 Mbps	\$2,092.34		\$0.00	
550 Mbps	\$2,197.08		\$0.00	
600 Mbps	\$2,301.82		\$0.00	
650 Mbps	\$2,406.57		\$0.00	
700 Mbps	\$2,511.31		\$0.00	
750 Mbps	\$2,616.05		\$0.00	
800 Mbps	\$2,720.79		\$0.00	
850 Mbps	\$2,825.54		\$0.00	
900 Mbps	\$2,930.28		\$0.00	
950 Mbps	\$3,035.02		\$0.00	
1000 Mbps	\$3,136.00		\$0.00	
1000 Mbps+	ICB		ICB	
Storage Transport Services				
Storage Transport Services has two speeds:100 Mbps (Fast Ethernet - ESCON) or 1000 Mbps (GigE - FICON).				
ESCON (200 MB)	MRC	MRC Description	NRC	NRC Description
1 Channel	\$5,465.60		\$0.00	
2 Channels	\$4,659.20		\$0.00	
3 Channels	\$3,494.40		\$0.00	
4 Channels	\$3,494.40		\$0.00	
6 Channels	\$3,494.40		\$0.00	
7 Channels	\$3,494.40		\$0.00	
5 Channels	\$3,494.40		\$0.00	
9 Channels	\$3,494.40		\$0.00	
10 Channels	\$3,494.40		\$0.00	
1G Fiber Channel / FICON	MRC	MRC Description	NRC	NRC Description
1 Channel	\$5,465.60		\$0.00	
2 Channels	\$4,659.20		\$0.00	
3 Channels	\$3,494.40		\$0.00	
4 Channels	\$3,494.40		\$0.00	
5 Channels	\$3,494.40		\$0.00	
6 Channels	\$3,494.40		\$0.00	
7 Channels	\$3,494.40		\$0.00	
8 Channels	\$3,494.40		\$0.00	
9 Channels	\$3,494.40		\$0.00	

10 Channels	\$3,494.40		\$0.00	
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If a location is Off-Net, the postalized access service rate is replaced by DS1 and DS3 loops. For OC-3, OC-12, 10/100 and GigE, these access rates are ICB⁶.

Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.

Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB.

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

MPLS Services						
MPLS Services are typically comprised of two service elements -- Bandwidth (Port) and Access. Bandwidth price includes CoS.						
See Access Tab for On Net or Off Net Access Pricing						
MPLS (IP VPN) Access Pricing	MRC	NRC	MRC Description			
1.5 Mbps	\$134.40	\$0.00	Port, Logical Interface, QoS			
2 Mbps	\$278.88	\$0.00	Port, Logical Interface, QoS			
3 Mbps	\$202.72	\$0.00	Port, Logical Interface, QoS			
4 Mbps	\$234.08	\$0.00	Port, Logical Interface, QoS			
4.5 Mbps	\$303.52	\$0.00	Port, Logical Interface, QoS			
6 Mbps	\$234.08	\$0.00	Port, Logical Interface, QoS			
7.5 Mbps	\$428.96	\$0.00	Port, Logical Interface, QoS			
8 Mbps	\$299.04	\$0.00	Port, Logical Interface, QoS			
9 Mbps	\$331.52	\$0.00	Port, Logical Interface, QoS			
10 Mbps	\$403.20	\$0.00	Port, Logical Interface, QoS			
20 Mbps	\$564.48	\$0.00	Port, Logical Interface, QoS			
30 Mbps	\$685.44	\$0.00	Port, Logical Interface, QoS			
40 Mbps	\$725.76	\$0.00	Port, Logical Interface, QoS			
50 Mbps	\$786.24	\$0.00	Port, Logical Interface, QoS			
60 Mbps	\$806.40	\$0.00	Port, Logical Interface, QoS			
70 Mbps	\$927.36	\$0.00	Port, Logical Interface, QoS			
80 Mbps	\$957.60	\$0.00	Port, Logical Interface, QoS			
90 Mbps	\$987.84	\$0.00	Port, Logical Interface, QoS			
100 Mbps	\$1,169.28	\$0.00	Port, Logical Interface, QoS			
150 Mbps	\$1,673.28	\$0.00	Port, Logical Interface, QoS			
200 Mbps	\$1,774.08	\$0.00	Port, Logical Interface, QoS			
250 Mbps	\$2,177.28	\$0.00	Port, Logical Interface, QoS			
300 Mbps	\$2,338.56	\$0.00	Port, Logical Interface, QoS			
400 Mbps	\$2,580.48	\$0.00	Port, Logical Interface, QoS			

500 Mbps	\$3,185.28	\$0.00	Port, Logical Interface, QoS			
600 Mbps	\$3,185.28	\$0.00	Port, Logical Interface, QoS			
700 Mbps	\$3,689.28	\$0.00	Port, Logical Interface, QoS			
800 Mbps	\$4,193.28	\$0.00	Port, Logical Interface, QoS			
900 Mbps	\$4,697.28	\$0.00	Port, Logical Interface, QoS			
1000 Mbps	\$5,927.04	\$0.00	Port, Logical Interface, QoS			
2000 Mbps	\$10,575.04	\$0.00	Port, Logical Interface, QoS			
3000 Mbps	\$15,419.04	\$0.00	Port, Logical Interface, QoS			
4000 Mbps	\$18,450.88	\$0.00	Port, Logical Interface, QoS			
5000 Mbps	\$22,841.28	\$0.00	Port, Logical Interface, QoS			
6000 Mbps	\$27,232.80	\$0.00	Port, Logical Interface, QoS			
7000 Mbps	\$26,768.00	\$0.00	Port, Logical Interface, QoS			
8000 Mbps	\$30,466.24	\$0.00	Port, Logical Interface, QoS			
9000 Mbps	\$34,163.36	\$0.00	Port, Logical Interface, QoS			
10000 Mbps	\$37,860.48	\$0.00	Port, Logical Interface, QoS			

Pricing Disclaimer: Bandwidths 2, 4, 6, 8 would be Ethernet pricing.

MPLS Services Managed Router						
Transport Bandwidths	Supported Bandwidths (Mbps)	Vendor	Router Model	Ports	MRC	NRC
T1 - 4xT1	1.5 - 6 mb	CISCO	1941 ISR	(2) 10/100 (Cat5e)	\$157.98	\$500.00
5xT1-8xT1	7.5 - 12 mb	CISCO	2911 ISR	(2) 10/100 /1,000 (Cat5e)	\$246.79	\$500.00
DS3	3 - 45 mb	CISCO	3925 ISR	(2) 10/100 /1,000 (Cat5) ⁴	\$331.97	\$500.00
Ethernet (10 - 100 Mbps port)	2 - 35 mb	CISCO	1941 ISR	(2) 10/100 (Cat5e)	\$157.98	\$500.00
Ethernet (100 Mbps - 1 Gbps port)	40 - 125 mb	CISCO	3925 ISR	(2) 10/100 /1,000 (Cat5e)	\$331.97	\$500.00
Ethernet (100 Mbps - 1 Gbps port)	150 mb - 1 gb	CISCO	ASR1002	(2) 10/100 /1,000 (SFP required)	\$952.00	\$500.00
T1 - 2xT1	1.5 - 3 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)	\$84.00	\$500.00
3xT1 - 8xT1	4.5 - 12 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5)	\$84.00	\$500.00
DS3	3 - 45 mb	ADTRAN	NetVanta 5305	(2) 10/100 (Cat5e)	\$112.00	\$500.00

Ethernet (10 Mbps port)	2 - 10 mb	ADTRAN	NetVanta 3430	(1) 10/100 (Cat5e)	\$112.00	\$500.00
Ethernet (100 Mbps port)	15 - 100 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5) ⁵	\$112.00	\$500.00
⁴ SFP interface is available as a non-standard request for an additional charge						
⁵ SFP is required with this configuration. Available options include: SX-MM (Shorthaul), LX-SM (Longhaul) and T (Copper SFP).						

Level 3 reserves the right to change router model due to manufacturer End of Sale notification which may impact pricing.

<i>If a location is Off-Net, the postalized access service rate is replaced by DS1 and DS3 loops. For OC-3, OC-12, 10/100 and GigE, these access rates are ICB⁶.</i>
<i>Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.</i>
<i>Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB.</i>

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

PRIVATE LINE PRICING						
	MRC					
Access	0-9.9 Miles ¹	10-19.9 Miles ¹	20-44.9 Miles ¹	45-70 Miles ¹	Channel Term ²	NRC
DS0	NSP	NSP	NSP	NSP	NSP	n/a
DS1	\$0.00	\$39.20	\$79.52	\$118.72	\$59.36	\$0.00
DS3	\$0.00	\$95.20	\$189.28	\$284.48	\$385.28	\$0.00
OC3 (2xFiber)	\$0.00	\$237.44	\$473.76	\$711.20	\$894.32	\$0.00
OC3 (4xFiber)	\$0.00	\$237.44	\$473.76	\$711.20	\$1,149.12	\$0.00
OC12 (2xFiber)	\$0.00	\$395.36	\$789.60	\$1,184.96	\$2,527.84	\$0.00
OC12 (4xFiber)	\$0.00	\$395.36	\$789.60	\$1,184.96	\$3,128.16	\$0.00
OC48	ICB	ICB	ICB	ICB	ICB	ICB
OC192	ICB	ICB	ICB	ICB	ICB	ICB
¹ Additional MRC is required for longer distance circuits. Note that the charge is not per mile, but rather is a charge for the entire mileage band of the on-net portion of the circuit.						
² These rates are Metro/IntraLATA. A metro point-to-point circuit is equal to 2xChan Term, plus applicable mileage charges. Local loops, if required, are additional						

All services above this line are grandfathered, existing serices only, no changes or new sales.

Metro Wavelengths List Pricing				
CLIN	Circuit Speed	MRC	MRC Description	NRC
Level3-Wave-00001	GIG-E	\$672.00	Category 1: Carrier Buildings	\$1,400.00
Level3-Wave-00002	GIG-E	\$1,008.00	Category 2: End User Buildings	\$1,400.00
Level3-Wave-00005	10 GIG	\$1,344.00	Category 1: Carrier Buildings	\$2,800.00
Level3-Wave-00006	10 GIG	\$2,016.00	Category 2: End User Buildings	\$2,800.00
Level3-Wave-00007	10 GIG-E	\$1,344.00	Category 1: Carrier Buildings	\$2,800.00

Level3-Wave-00008	10 GIG-E	\$2,016.00	Category 2: End User Buildings	\$2,800.00
Level3-Wave-00007	40 GIG	\$4,032.00	Category 1: Carrier Buildings	\$5,600.00
	40 GIG	\$5,376.00	Category 2: End User Buildings	\$5,600.00
	100 GIG	\$5,376.00	Category 1: Carrier Buildings	\$8,400.00
Level3-Wave-00008	100 GIG	\$8,064.00	Category 2: End User Buildings	\$8,400.00
* Metro Intracity pricing connects 2 locations and assumes unprotected config with no latency guarantees, dual lateral or custom routes.				

Intercity Wavelengths List Pricing				
CLIN	Circuit Speed	MRC	MRC Description	NRC
Level3-Wave-00001	GIG-E	ICB	Category 1: Carrier Buildings	ICB
Level3-Wave-00002	GIG-E	ICB	Category 2: End User Buildings	ICB
Level3-Wave-00003	2.5 GIG	ICB	Category 1: Carrier Buildings	ICB
Level3-Wave-00004	2.5 GIG	ICB	Category 2: End User Buildings	ICB
Level3-Wave-00005	10 GIG	ICB	Category 1: Carrier Buildings	ICB
Level3-Wave-00006	10 GIG	ICB	Category 2: End User Buildings	ICB
Level3-Wave-00007	10 GIG-E	ICB	Category 1: Carrier Buildings	ICB
Level3-Wave-00008	10 GIG-E	ICB	Category 2: End User Buildings	ICB
Level3-Wave-00007	40 GIG	ICB	Category 1: Carrier Buildings	ICB
	40 GIG	ICB	Category 2: End User Buildings	ICB
	100 GIG	ICB	Category 1: Carrier Buildings	ICB
Level3-Wave-00008	100 GIG	ICB	Category 2: End User Buildings	ICB

	Vyvx Bandwidth List Pricing			
CLIN	Circuit Speed	MRC	MRC Description	NRC
Level3-Vyvx-00001	270 Mbps	\$10,500.00	Vyvx 270Mbps video loop (Pricing is not to exceed rates listed here)	\$9,500.00
Level3-Vyvx-00002	2.5Gbps	\$15,500.00	Vyvx 2.5Gig video loop (Pricing is not to exce rates listed here)	\$13,500.00

**PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)**

Cost Recovery Fee = 12%

Internet Services				
Internet Services are typically comprised of two service elements -- Internet Access (bandwidth) and Internet Transport (port, i.e. T1, DS3, OCn), but can be augmented with Managed Security Services (MSS) and Managed Routers. See Access Tab for On Net of Off Net Access pricing.				
Access Rate	MRC	MRC Description	NRC	NRC Description
128K	NSP		NSP	
256k	NSP		NSP	
384k	NSP		NSP	
512k	NSP		NSP	
768k	NSP		NSP	
1024k	NSP		NSP	
1.5 Mbps	\$125.44		\$0.00	
3 Mbps	\$185.92		\$0.00	
4.5 Mbps	\$216.56		\$0.00	
6 Mbps	\$287.30		\$0.00	
7.5 Mbps	\$357.34		\$0.00	
9 Mbps	\$426.65		\$0.00	
10 Mbps	\$263.42		\$0.00	
20 Mbps	\$387.88		\$0.00	
50 Mbps	\$504.00		\$0.00	
100 Mbps	\$728.00		\$0.00	
200 Mbps	\$1,523.37		\$0.00	
300 Mbps	\$1,604.83		\$0.00	
400 Mbps	\$1,759.17		\$0.00	
500 Mbps	\$1,988.55		\$0.00	
600 Mbps	\$2,067.84		\$0.00	
700 Mbps	\$2,222.18		\$0.00	
800 Mbps	\$2,376.52		\$0.00	
900 Mbps	\$2,530.85		\$0.00	
1000 Mbps	\$2,685.19		\$0.00	
2000 Mbps	\$2,839.52		\$0.00	

3000 Mbps	\$2,993.86		\$0.00	
4000 Mbps	\$3,148.20		\$0.00	
5000 Mbps	\$3,302.53		\$0.00	
6000 Mbps	\$3,456.87		\$0.00	
7000 Mbps	\$3,611.20		\$0.00	
8000 Mbps	\$3,765.54		\$0.00	
9000 Mbps	\$3,919.88		\$0.00	
10000 Mbps	\$4,074.21		\$0.00	

Managed Security Services (MSS)			
Managed Security Services are available in the following two formats: Premium and Business levels (see response for details)>			
MSS Premium Level Service			
Internet Bandwidth	MRC		NRC
0 - 2.0 Mbps	\$105.34	Grandfathered	\$0.00
2.1 - 5.0 Mbps	\$138.32	Grandfathered	\$0.00
5.1 - 10 Mbps	\$234.08	Grandfathered	\$0.00
11 - 25 Mbps	\$292.60	Grandfathered	\$0.00
26 - 50 Mbps	\$319.20	Grandfathered	\$0.00
51 - 100 Mbps	\$425.60	Grandfathered	\$0.00
101 - 155 Mbps	\$532.00	Grandfathered	\$0.00
156 - 250 Mbps	\$638.40	Grandfathered	\$0.00
MSS Business Level Service			
Internet Bandwidth	MRC		NRC
0 - 2.0 Mbps	\$79.80	Grandfathered	\$0.00
2.1 - 5.0 Mbps	\$106.40	Grandfathered	\$0.00
5.1 - 10 Mbps	\$175.56	Grandfathered	\$0.00
11 - 25 Mbps	\$239.40	Grandfathered	\$0.00
26 - 50 Mbps	\$266.00	Grandfathered	\$0.00
51 - 100 Mbps	\$372.40	Grandfathered	\$0.00
101 - 155 Mbps	\$425.60	Grandfathered	\$0.00
156 - 250 Mbps	\$532.00	Grandfathered	\$0.00

Internet Services Managed Router						
Transport Bandwidths	Supported Bandwidths (Mbps)	Vendor	Router Model	Ports	MRC	NRC
T1 - 4xT1	1.5 - 6 mb	CISCO	1941 ISR	(2) 10/100 (Cat5e)	\$157.98	\$500.00
5xT1-8xT1	7.5 - 12 mb	CISCO	2911 ISR	(2) 10/100 /1,000 (Cat5e)	\$246.79	\$500.00
DS3	3 - 45 mb	CISCO	3925 ISR	(2) 10/100 /1,000 (Cat5) ⁴	\$331.97	\$500.00
Ethernet (10 - 100 Mbps port)	2 - 35 mb	CISCO	1941 ISR	(2) 10/100 (Cat5e)	\$157.98	\$500.00
Ethernet (100 Mbps - 1 Gbps port)	40 - 125 mb	CISCO	3925 ISR	(2) 10/100 /1,000 (Cat5e)	\$331.97	\$500.00
Ethernet (100 Mbps - 1 Gbps port)	150 mb - 1 gb	CISCO	ASR1002	(2) 10/100 /1,000 (SFP required)	\$952.00	\$500.00
T1 - 2xT1	1.5 - 3 mb	ADTRAN	NetVanta 3430	(2) 10/100 (Cat5e)	\$84.00	\$500.00
3xT1 - 8xT1	4.5 - 12 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5)	\$84.00	\$500.00
DS3	3 - 45 mb	ADTRAN	NetVanta 5305	(2) 10/100 (Cat5e)	\$112.00	\$500.00
Ethernet (10 Mbps port)	2 - 10 mb	ADTRAN	NetVanta 3430	(1) 10/100 (Cat5e)	\$112.00	\$500.00
Ethernet (100 Mbps port)	15 - 100 mb	ADTRAN	NetVanta 4430	(2) 10/100 /1,000 (Cat5) ⁵	\$112.00	\$500.00
⁴ SFP interface is available as a non-standard request for an additional charge						
⁵ SFP is required with this configuration. Available options include: SX-MM (Shorthaul), LX-SM (Longhaul) and T (Copper SFP).						
Level 3 reserves the right to change router model due to manufacturer End of Sale notification which may impact pricing.						

<i>If a location is Off-Net, the postalized access service rate is replaced by DS1 and DS3 loops. For OC-3, OC-12, 10/100 and GigE, these access rates are ICB⁶.</i>
<i>Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.</i>
<i>Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB.</i>

Direct Denial of Service (DDoS)			
DDoS Pricing is based on Port Bandwidth:			
Internet Bandwidth	MRC	Supported Bandwidth	NRC

DDoS Network Protect 100 Mbps	\$627.20	Up to 100 Mbps	\$1,120.00
DDoS Network Protect 200 Mbps	\$910.00	101 to 200 Mbps	\$1,400.00
DDoS Network Protect 500 Mbps	\$1,092.00	201 to 500 Mbps	\$1,680.00
DDoS Network Protect 1 Gbps	\$1,456.00	501 Mbps to 1 Gbps	\$2,240.00
DDoS Network Protect 2000 Mbps	\$1,820.00	1.1 Gbps - 2 Gbps	\$2,800.00
DDoS Network Protect 4000 Mbps	\$2,184.00	2.1 Gbps - 4.0 Gbps	\$3,360.00
DDoS Network Protect 20 Gbps	\$4,368.00	10.1 Gbps to 20 Gbps	\$3,360.00
DDoS Network Protect 30 Gbps	\$5,824.00	20.1 Gbps to 30 Gbps	\$3,360.00
DDoS Network Protect 40 Gbps	\$7,280.00	30.1 Gbps to 40 Gbps	\$3,360.00

Direct Denial of Service (DDoS)			
DDoS Pricing is based on Port Bandwidth:			
Internet Bandwidth	MRC	Supported Bandwidth	NRC
DDoS On Demand 100 Mbps	\$3,136.00	Up to 100 Mbps	\$3,920.00
DDoS On Demand 200 Mbps	\$3,584.00	101 to 200 Mbps	\$5,600.00
DDoS On Demand 500 Mbps	\$3,920.00	201 to 500 Mbps	\$6,440.00
DDoS On Demand 1 Gbps	\$4,233.60	501 Mbps to 1 Gbps	\$8,680.00
DDoS On Demand 2 Gbps	\$4,704.00	1.1 Gbps - 2 Gbps	\$12,992.00
DDoS On Demand 3 Gbps	\$5,040.00	2.1 Gbps - 3.0 Gbps	\$15,568.00

DDoS On Demand 4 Gbps	\$5,499.20	3.1 Gbps - 4 Gbps	\$18,032.00
DDoS On Demand 5 Gbps	\$6,720.00	4.1 Gbps to 5 Gbps	\$20,608.00
DDoS On Demand 10 Gbps	\$12,320.00	5.1 Gbps to 10 Gbps	\$32,972.80

Direct Denial of Service (DDoS)			
DDoS Pricing is based on Port Bandwidth:			
Internet Bandwidth	MRC	Supported Bandwidth	NRC
DDoS Always On 100 Mbps	\$4,732.00	Up to 100 Mbps	\$3,920.00
DDoS Always On 200 Mbps	\$6,479.20	101 to 200 Mbps	\$5,600.00
DDoS Always On 500 Mbps	\$7,571.20	201 to 500 Mbps	\$6,440.00
DDoS Always On 1 Gbps	\$11,138.40	501 Mbps to 1 Gbps	\$8,680.00
Bandwidth over 1 Gbps requires MPLS Access. See MPLS tab for pricing			
DDoS Always On 2 Gbps	\$18,491.20	1.1 Gbps - 2 Gbps	\$12,992.00
DDoS Always On 3 Gbps	\$23,004.80	2.1 Gbps - 3.0 Gbps	\$15,568.00
DDoS Always On 4 Gbps	\$26,353.60	3.1 Gbps - 4 Gbps	\$18,032.00
DDoS Always On 5 Gbps	\$30,940.00	4.1 Gbps to 5 Gbps	\$20,608.00
DDoS Always On 10 Gbps	\$49,504.00	5.1 Gbps to 10 Gbps	\$32,972.80

GRE Tunnels to Addl Router	\$728.00		\$1,344.00
Addl Protected Subnets (16x /24)	\$873.60		\$1,344.00
Flow Based Monitoring	\$655.20		\$1,344.00

DDoS bandwidth options between 1000 Mbps and 10000 Mbps require capacity check prior to order.

Burstable Internet Services

Burstable Internet Services are available on the following Interfaces:

DS-3, OC-3, OC-12, OC-48, 100mb, 1Gb, 10Gb			
Minimum Committed Information Rates (CIR):			
Interface	Minimum CIR		
DS-3	10 Mbps		
OC-3	35 Mbps		
OC-12	125 Mbps		
OC-48	1 Gbps		
100 Mbps	10 Mbps		
1 Gbps	100 Mbps		
10 Gbps	1 Gbps		
Standard Peak Information Rates (PIR):			
Interface	Maximum CIR		
DS-3	45 Mbps		
OC-3	155 Mbps		
OC-12	3xCIR		
OC-48	3xCIR		
100 Mbps	100 Mbps		
1 Gbps	3xCIR		
10 Gbps	3xCIR		
Burstable Internet Usage Pricing			
Burstable Internet Usage is priced at a dollar per mb basis on usage above			
the based on the MRC of the CIR divided by the CIR mb, e.g.:			
Burstable Internet CIR	Port MRC	Burstable Usage MRC	
10 Mbps	\$364.00	\$36.40	
200 Mbps	\$1,523.37	\$7.62	

TELECOMMUNICATION FEES AND SURCHARGES

Local Voice Services Fees and Surcharges				
Item	Amount	Description	Statutory Citation for Authority to Assess	Exempt Customers
Federal Excise Tax	3.0000%	Applies to local voice services	26 USC §4257	State, its Agencies and all political subdivisions are exempt from all taxes imposed under 26 USC §§4253(i) and (j).
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
911 Business	varies	Per line or trunk (varies by city/county)	TX §771.071, Health & Safety Code	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health and Safety) and Chapter 772 (HHS)
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharges included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.

Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharges included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee- Switched Services	varies	Applies to voice services--Category 2 -Per line (varies by county/city)	HB 1777	
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3- Per line (varies by county/city)	HB 1777	

Operator Services Fees and Surcharges				
Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Excise Tax	3.0000%	Applies to local voice services	26 USC §4257	State, its Agencies and all political subdivisions are exempt from all taxes imposed under 26 USC §§4253(i) and (j).
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.

911 Business	varies	Per line or trunk (varies by city/county)	TX §771.071, Health & Safety Code	State and all its Agencies are exempt from all fees imposed under §771.074, Health & Safety Code).
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharges included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharges included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee- Switched Services	varies	Applies to voice services--Category 2 -Per line (varies by county/city)	HB 1777	
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3- Per line (varies by county/city)	HB 1777	

Voice Services Fees and Surcharges				
Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Excise Tax	3.0000%	Applies to local voice services	26 USC §4257	State, its Agencies and all political subdivisions are exempt from all taxes imposed under 26 USC §§4253(i) and (j).
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	

State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
911 Business	varies	Per line or trunk (varies by city/county)	TX §771.071, Health & Safety Code	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health and Safety) and Chapter 772 (HHS)
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee- Switched Services	varies	Applies to voice services--Category 2 -Per line (varies by county/city)	HB 1777	

LD Fees and Surcharges				
Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.

Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
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Circuit Switched Digital Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Equalization Surcharge	1.0000%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	

Data Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.

District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3-Per line (varies by county/city)	HB 1777	

Internet Service Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.

Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3-Per line (varies by county/city)	HB 1777	

MPLS Service Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.

TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3-Per line (varies by county/city)	HB 1777	
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Private Line Service Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	
Federal Universal Service Fund (USF) Surcharge	12.9000%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	
Public Utility Regulatory Act Assessment	0.1670%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	Title 2, §16.001, Utilities Code	
State Sales Tax	6.2500%	Applies to all service offerings--Voice, Data, Circuit, Internet (Surcharges included in base)	TX §151.0101, Tax Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §151.309 Tax Code.
Texas Universal Service Fund (TUSF)	3.4000%	Applies to intrastate services only	Title 2, §26.401, Utilities Code	State, its Agencies and all political subdivisions are exempt from all taxes imposed under §§56.021, 56.022, 56.107, 56.155 Utilities Code.
District Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
Local Sales Tax	varies	Applies to all service offerings--Voice, Data, Circuit, Internet (varies by city) (Surcharge included in base)	TAC 34, §3.344	State, its Agencies and political subdivisions are exempt from all local taxes under §321.208 (Municipalities) and §323.207 (Counties) Local Tax Code. Assistance Organizations may be exempt under §151.310 Tax Code.
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3-Per line (varies by county/city)	HB 1777	



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Level 3 Communications, LLC State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: DIR-TEX-AN-NG-006 Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: Level 3 Communications, LLCRequisition #: DIR-TEX-AN-NG-006**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Level 3 Communications, LLCRequisition #: DIR-TEX-AN-NG-006**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Level 3 Communications, LLCRequisition #: DIR-TEX-AN-NG-006

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

Level 3 is not Minority Business Enterprise (MBE) certified, but makes best efforts to utilize MBE guidelines. However, because the services requested by this RFP are communications services that will largely be provided over Level 3's existing network, the opportunity to utilize MBE for this procurement will be extremely limited. Where subcontractors are necessary to deliver services, those services are generally available only from the applicable former regional Bell operating companies (RBOC) or other telecommunications companies which are large businesses in nearly all cases. Since they are arranged under longstanding corporate level interconnection agreements, Level 3 does not consider use of third party company facilities for local access to be subcontracts and does not anticipate any further opportunity to subcontract in support of this potential award of business.

As a prime contractor of telecommunications services to the Federal Government, Level 3 is required to comply with the Federal Acquisition Regulations known as FAR 19.704 and FAR clause 52.219-9. These regulations promote the use of Small and Diverse business enterprises and require Level 3 to show good faith efforts and report its progress. As a part of its compliance the company submits nationwide federal small & diverse business subcontracting plans annually. The Federal Acquisition Regulations and requirements of California GO 156 reinforce that every employee of Level 3 and particularly those employees involved in the evaluation, selection, or approval of suppliers are responsible for the implementation, ongoing effectiveness and success of the Supplier Diversity Initiative. In addition, our Procurement Policy states the company will seek out and purchase goods and services that meet its overall business needs, regardless of source.

Overall business needs include the appropriate balance of price, timeliness, quality, technical suitability, economic diversity, and other valid business considerations. Procurement activities will be conducted in a nondiscriminatory manner with fair treatment to all vendors who offer goods and services

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature on File

Dwight E. Steiner

V.P. Asst. Gen. Counsel

1/9/2017

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Rev. 10/16

Requisition #: DIR-TEX-AN-NG-006

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: _____ Description: _____

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/16

Enter your company's name here: Level 3 Communications, LLC

Requisition #: DIR-TEX-AN-NG-006

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, continue to SECTION B-4.)

☒ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev.10/16

Enter your company's name here: Level 3 Communications, LLC

Requisition #: DIR-TEX-AN-NG-006

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: Level 3 Communications, LLC

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: DIR-TEX-AN-NG-006

Bid Open Date: _____

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Level 3 Communications, LLC
Broomfield, CO United States

Certificate Number:
2017-266955

Date Filed:
09/29/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NA170000207
Voice Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Level 3 Financing, Inc.	Broomfield, CO United States	X	
	Ryan, John	Broomfield, CO United States	X	
	Storey, Jeff	Broomfield, CO United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

HEATHER KAVANAUGH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124071845
MY COMMISSION EXPIRES NOVEMBER 7, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Dwight Steiner, this the 29th day of Sept., 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Heather Kavanaugh

Printed name of officer administering oath

Legal Admin. Asst.

Title of officer administering oath

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sai Purcell/4-3058	PM Name/Phone	Diana Heath/(512) 530-6341
Sponsor/User Dept.	Aviation Department	Sponsor Name/Phone	N/A
Solicitation No	DIR Cooperative	Project Name	Telecommunication and Internet Services
Contract Amount	\$128,238 annually/NTE: 384,713	Ad Date (if applicable)	n/a
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Telecommunication and internet services for Aviation Department and its tenant.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
The previous contract was put in place through DIR cooperative. No goals were established.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
Telecommunication and internet services.			
Sai Purcell		6/6/2017	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	6/6/2017	Date Assigned to BDC	6/6/2017
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input checked="" type="checkbox"/> Other |

If Other was selected, provide reasoning:
 DIR Contract

MBE/WBE/DBE Availability

No M/WBE certified subs listed on HSP

Subcontracting Opportunities Identified

N/A

SMBR Staff	Signature/ Date
SMBR Director or Designee	Date 6-13-17
Returned to/ Date:	

CONTRACT NOTE
Level 3 Internet Ordering Process
MA 5600 NA170000207

This process is for Internet Ordering ONLY and that the “Telecommunication Services” is ordered through Level 3 directly.MA.

- Prior to the end of each contract year, Aviation Department must contact DIR Telecom Solutions Team at 512-936-4357 to obtain Internet Service Circuit Order Form and Level 3 quote through [\[DIR-TEX-AN-NG-CTSA-006\]](http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TEX-AN-NG-CTSA-006&keyword=TEX-AN-NG&elqaid=3201&elqat=2&elqTrackId=4d5a2219417e42b3bab25ec126cc7bca)
<http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TEX-AN-NG-CTSA-006&keyword=TEX-AN-NG&elqaid=3201&elqat=2&elqTrackId=4d5a2219417e42b3bab25ec126cc7bca>
 - Call us at 512-936-4357, or toll-free at 877-472-4848 (select option 4)
 - Email us at telecom.solutions@dir.texas.gov
- Provide DIR Telecom Solutions Team with the following information (quote amount) from Level 3 and request a quote from DIR for service to be performed by Level 3.

Service	Quantity	Price per unit (each)	Extended Monthly Price	Extended Price	Price per unit	Extended Monthly Price	Extended Price	Price per unit	Extended Monthly Price	Extended Price
		YEAR 1	YEAR 1	YEAR 1	YEAR 2	YEAR 2	YEAR 2	YEAR 3	YEAR 3	YEAR 3
Internet Services:										
1 Gbps Ethernet Internet Service (incl. Delivery to ABIA)	2	3082.79	6165.58	73986.96	3082.79	6165.58	73986.96	3082.79	6165.58	73986.96
Primary DNS (up to 20 domains)		Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet
Secondary DNS (up to 50 domains)		Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet
BGP Peering		Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet	Included w//internet
DDoS										
Total Internet Services		3082.79	6165.58	73986.96	3082.79	6165.58	73986.96	3082.79	6165.58	73986.96

- Issue DO to DIR through MA NA170000207 DIR
- For additional questions, contact mark Strobel below:

Vendor ID	1470807040500	DIR Contract Number	DIR-TEX-AN-NG-CTSA-006
URL	Vendor Website	Contract Term End Date	8/4/2019
HUB Type	Non HUB	Contract Exp Date	8/4/2021
 E-Rate Qualified			
Contact Level 3 Communications, LLC.		Contact DIR	
Contact	Mark Strobel	Contact	Skip Bartek
Phone	(512) 485-1790	Phone	(512) 936-9876
Fax	(720) 567-1546	Fax	(512) 475-4759



State of Texas

TEX-AN Next Generation

**Order Process
Management Plan**

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1. INTRODUCTION

1.1. Purpose

The purpose of this Order Process Management Plan is to document **tw telecom** processes and procedures for maintaining the integrity of the end-to-end ordering process.

2. ORDER PROCESS MANAGEMENT OVERVIEW

2.1. Order Process Management Approach

This Order Process Management Plan employs processes to ensure that DIR and DIR customers receive effective installation, support and management of all services ordered under the CTSA.

tw telecom is committed to our customer's and their experience with service delivery and support. To this end, we have defined processes and procedures that have been developed as a result of customer feedback that are focused on ensuring a positive experience when working with **tw telecom**. These processes are outlined in this document.

tw telecom will assign an Account Management Specialist (AMS) to the DIR account to ensure that order processes are followed and the orders move through the **tw telecom** system in an expeditious and timely manner.

2.2. Sources of Change

Any changes to this document will be mutually agreed upon between **tw telecom** and DIR.

2.3. Key Personnel

<p>Lead Account Manager (Relationship Account Manager)</p> <ul style="list-style-type: none"> • Lead member of your support team, with a focus on the delivery of new services and applications • Lead Account Manager will partner with and support account managers in other Texas markets (San Antonio, Fort Worth, El Paso, Dallas and Houston) who have responsibility for driving TEX-AN NG business in their respective markets. • Specializes in designing network solutions for any of your needs. 	<p>Mark Strobel - Austin (512) 485-1790 - Voice mark.strobel@twtelecom.com</p> <p><i>There are five additional Account Managers within TX to assist in supporting TEX-AN NG customers.</i></p>
<p>Lead Network Application Engineer (Technical Sales Support)</p> <ul style="list-style-type: none"> • Supports any technical aspects of your solutions and services pre and post sales. • Lead Network Application Engineer will partner with and support Network Application Engineers in other Texas markets (San Antonio, Fort Worth, El Paso, Dallas and Houston) who have responsibility for supporting TEX-AN NG technical needs in their respective markets. 	<p>Dave Stewart - Austin (512) 485-1798 Voice dave.stewart@twtelecom.com</p> <p>Casey Dodson – Austin (512) 485-1759 Voice casey.dodson@twtelecom.com</p>

<ul style="list-style-type: none"> Assists in all pre-sales design, configuration, diagrams and requirements as well as ongoing support and review with the lead of the Senior Account Executive. Works in tandem with the Account Manager as part of the account team to provide complete technical support resources for any and all applications/services. 	<p><i>There are twelve additional NAEs within TX to assist in supporting TEX-AN NG customers.</i></p>
<p>Lead Voice Application Engineer</p> <ul style="list-style-type: none"> Provides expert technical sales engineering support for complex voice solutions. Lead Voice Application Engineer will partner with and support Voice Application Engineers in other Texas markets (San Antonio, Fort Worth, El Paso, Dallas and Houston) who have responsibility for supporting TEX-AN NG voice-related technical needs in their respective markets. Works with the customer, sales and sales engineering for the technical design and feasibility in complex voice applications and solutions. Coordinates post sale technical assurance interview with the customer and vendor. Ensures/validates the Order for timely and accurate completion. Provides the customer, vendor and internal organizations confirmation of the final technical assurance for the solution/order. 	<p>Mike Debenedictis - Austin (512) 485-1757 Voice mike.debenedictis@twtelecom.com</p> <p><i>There are three additional Voice Application Engineers within TX markets to assist in supporting TEX-AN NG customers.</i></p>
<p>Sales Director (Contract Administrator)</p> <ul style="list-style-type: none"> The manager responsible for the assignment and performance of the Account Executive and overall account team. Frequently supports complex application opportunities and can serve as a point of contact for the escalation of issues or needs. 	<p>Patrick Kufrovich - Austin (512) 485-1788 Voice patrick.kufrovich@twtelecom.com</p>
<p>Vice President and General Manager</p> <ul style="list-style-type: none"> Signature authority for contract negotiations Executive contact for the majority of support Overall sales and operations responsibility for the respective region 	<p>Rick Brackeen - Austin (512) 485-1761 Voice rick.brackeen@twtelecom.com</p>
<p>Customer Project Manager</p> <ul style="list-style-type: none"> Dedicated CPM resource assigned who functions as the single point of contact for all implementation needs. CPM resource is always available to customers on a 24/7 basis. Customers will generally receive customized communications based upon specific account needs. Expedite requests receive automatic approval from Service Delivery. Requests for after hours activities take priority over all others. Skilled technicians are assigned to support specific customer accounts. CPM will have expert knowledge of customer's deployed networks and uses. 	<p>Cory Bolton (303) 566-5846 cory.bolton@twtelecom.com</p>

<ul style="list-style-type: none"> • CPM works with local Customer Project Coordinators in each respective market to assist with the ordering and implementation on a local basis. 	
<p>Director of Operations</p> <ul style="list-style-type: none"> • Responsible for the city infrastructure. • Work with Director of Operations in other TX markets regarding installations related to the TEX-AN NG contract and DIR customers • Manages technicians, engineers and outside plant team to ensure we build and maintain the highest performing network possible. 	<p>Victor Gonzalez - Austin (512) 485-6394 Voice victor.gonzalez@twtelecom.com</p> <p><i>There are five additional Operations Directors within TX markets to assist in supporting TEX-AN NG customers.</i></p>
<p>Senior Service Manager</p> <ul style="list-style-type: none"> • Act as the single point of escalation to assigned customers. • Manage the service plan, MSA or SLA, and escalation procedures for assigned customers. • Ensure escalation procedures are current at all times. • Manage resources via front-line supervision. • Gain intimate knowledge of the assigned customer's services and products. • Respond promptly to service requests. • Proactively identify and resolve procedural order flow or technical issues that are potential customer service problems. • Demonstrate leadership in resolving issues and concerns for customers' services. Monitor and follow through to resolution. • Provide a single point of contact on Tier II services and maintenance escalations if the established escalation process fails. • Provide 24x7 support to the customer as needed for emergencies, special routines, cut-over and any and all activity the involves or touches the customer's products and services. • Partner/align with the Implementation Project Manager supporting assigned customers. • Interface with all operating teams in field operations, NOC, sales teams and engineering as needed. • Partner/align with the sales team. • Partner/align with city ops and sales to provide quality coordinated on-site service for customers. • Provide data and feedback to other internal organizations. Initiate and maintain ongoing discussions with sales on growth areas and customer performance expectations. • Provide input on new projects and forecasting for assigned customer as needed to ensure proper service levels will be achieved 	<p>Sharlee Neet (303) 566-5951 sharlee.neet@twtelecom.com</p>

<ul style="list-style-type: none"> Gather customer expectations and provide metrics to support quality of experience. 	
<p>Account Management Specialist (Billing Manager)</p> <ul style="list-style-type: none"> Manages the customer's experience <i>post-installation</i> to ensure complete customer satisfaction and to ensure all customer needs are met. Primary point of contact on non-sales related activity Inventory management: <ul style="list-style-type: none"> Complete inventory tracking and updates Perform sales notification and tracking of expired services Monitor completed orders, update inventory and provide proactive notification of changes Contract compliance (i.e.: expiration, MSA adherence, renewals, pricing) Escalations as necessary where the customer relationship may be in jeopardy (i.e.: issues with the Denver Operations Center in closing a ticket, slow moving order escalation and prolonged bill disputes) Develop Customer Account Profiles with information such as complete inventory, account numbers, monthly run rate, bill dispute history and trouble ticket history 	<p>Shannon Jones (512) 485-6395 shannon.jones@twtelecom.com</p>

3. ORDER PROCESS MANAGEMENT PROCEDURES

3.1. Price Quotes

DIR will request price quotes through their Remedy system via email. DIR price quote requests should be directed to: DIRQuotes&Orders@twtelecom.com

3.2. Standard Order Intervals

tw telecom will provide DIR with order milestones as required via email responses to support the automation of the order process through DIR's Remedy system for the following:

- a. Order Acknowledgement (OA) - (within 2 business days of order receipt)
- b. Order Confirmation (OC) – will contain the minimum required data elements as required for inventory management and will accurately reflect the related price quote and order (within 4 business days of order receipt.)
- c. Firm Order Confirmation (FOC) - (at least 7 business days before the due date based upon the Order Interval chart below)
- d. Order Completion Notice (OCN) - (1 business day after activation of service)
- e. Order Cancellation - (2 business days after receipt of request)

tw telecom will cite the applicable CKR on all correspondence and acknowledgements for each service instance throughout the ordering process.

On Net Services: The Service intervals below are target intervals for new installs per location and assumes that a network build or augmentation is not required and that capacity on the tw telecom network is available. Intervals are listed in business days.

Off Net Services: Service Intervals can vary greatly based on the carrier. All information provided below are target intervals based on current information as of April 2011. The intervals provided below assume that a network build or augment is not required and that the capacity on the network is available. Intervals are listed in business days.

Capacity – In the event that capacity is not available or a network build is required, tw telecom will work with the ordering entity to identify what the interval will be.

Intervals for circuits/services assuming available capacity:

Access Method/Speed	Transport	Internet, Voice *, Integrated, Data (Ethernet, IP VPN/MPLS), VoIP	Managed Converged – Data/COS – except for services listed in next 2 columns
On-Net Standard Order Intervals	17	22	24
Off-Net Standard Order Intervals – DS1 local (Metro)	23	25	60
Off-Net Standard Order Intervals – DS1 long haul	up to 53	up to 53	up to 60
Off-Net Standard Order Intervals – DS3 local (Metro)	33	35	35
Off-Net Standard Order Intervals – DS3 long haul	up to 60	up to 60	up to 60
Off-net standard order Intervals – OC-n or Ethernet	ICB	ICB	ICB
Expedites	Average 10 business day improvement if on-net and up to 20/30 if off net	Average 10 business day improvement if on-net and up to 20/30 if off-net	Average 10 business day improvement if on-net and up to 20/30 if off net

*** VOICE SERVICES EXCEPTIONS – ON-NET AND OFF-NET ORDER WITH PORTING**

Orders porting more than 50 numbers is a 20 business day total interval
Orders porting more than 100 numbers are usually defined as a project and have a 30 business day plus total interval.

MANAGED SERVICES, CONVERGED SERVICES, DATA WITH COS

These services require that tw telecom install CPE (Customer Premise Equipment) at the customer site. Due to the timing required to order, configure, ship, and install the CPE equipment, the intervals for these services are longer than our unmanaged or non premium services.

Products include:

Managed IPVPN & Premium IPVPN
Managed Internet & Managed Security Services
Converged Services (VPN< Voice, Internet, Secure Internet Access)
Premium Data services that include COS (Class of Service)

MULTI POINT PRODUCTS

Add on additional business day for evry 2 additional locations that are on the same order.

EXCEPTIONS

Service Delivery intervals can be extended for many reasons including but not limited to:

Force Majeure
Customer not responding in a timely manner for approvals or technical review requests
Site access issues
Wiring problems

Service Order Confirmation

After the order is entered, DIR will receive a status email response that verifies the tentative due date. It will also contain more detailed technical information about your installation.

Circuit Design & Delivery

tw telecom will deliver services either over a **tw telecom**-owned facility or through a circuit from your Local Exchange Company (LEC). This LEC circuit would connect to **tw telecom**'s network. In this case, you will be contacted when **tw telecom** has received a committed date from the LEC.

Firm Order Commitment (FOC)

After **tw telecom** has confirmed all the elements necessary to provide your service, DIR will be contacted to schedule the installation. Your Customer Project Manager will then email the Firm Order Commitment (FOC) to you and to your vendors (if requested). This FOC is our commitment to deliver the services order on the agreed upon date.

Service Order Completion Notice (SOCN)

tw telecom will supply a SOCN to Dir and the Customer only after all the components of an order are fully implemented, tw telecom has completed testing, the Customer has accepted the service and the service is ready for the Customer's use.

3.3. Non-Standard (Escalation) Intervals

Expedite intervals are typically in increments of 10 days for off-net services and 5 days for on-net. Expedite fees are shown in 4.2.1 (e) above.

Expedite charges are shown below.

Policy Criteria	Per DS1 or Below	Per DS3 or Ethernet
Standard Expedite Charges (NRC)	\$500 per on-net circuit \$1000 per off-net circuit	\$1250 per on-net circuit \$2500 per off-net circuit

3.4. Order Cancellation and Modification Policies and Fees

Cancellation. DIR may cancel a Service Order(s) if the request is received in writing by **tw telecom** prior to the planned installation date, and **tw telecom** shall have the right to assess a Cancellation Charge (a Service Order can only be cancelled one time; the execution of a new Service Order restarts the cancellation process). If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in the mutually negotiated contract.

Modification. DIR may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If **tw telecom** receives a written modification request for delay of installation less than 3 days prior to the planned installation date, DIR must pay, in addition to the Modification Charge, the monthly recurring charge ("MRC") applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date.

Expedite. DIR may request an expedited installation date. The turnaround time for tw telecom acceptance of an expedite is 48 hours. If **tw telecom** accepts the expedited installation date, OIT must pay an Expedite Charge. Some factors for denial of an expedite request include a date that is too soon for tw telecom to deliver, a day or time of the month where tw telecom's current order volumes are high and we cannot support an additional request, or other factors which would prevent tw telecom from being able to accommodate and expedite request. Please note that we will make every effort to accommodate expedite requests from DIR in a timely manner.

Third Party Charges. In addition to the charges set forth in (a), (b) and (c) above, **tw telecom** may bill DIR for any third party charges it incurs in order to complete DIR's request to cancel, modify, or expedite the Service Order(s).

3.5. Cancel Charges and Guidelines

Policy Criteria	On-Net	Off-Net
Products Included	All Voice, Data, Internet, and Transport products	All Voice, Data, Internet, and Transport products
Standard Cancel Charges (NRC)	\$100 per circuit \$25 for change orders	\$100 + Off-net Fee Off-Net Fee: DS1 Circuit Pre FOC: \$110 DS1 Circuit Post-FOC: \$1030 DS3 and above Circuit Pre-FOC: \$160 DS3 and above Circuit Post-FOC: \$1500 \$25 for change orders

3.6. Expedite Charges and Guidelines

Policy Criteria	Per DS1 or Below	Per DS3 or Ethernet *
Products Included	All Voice, Data, Internet, and Transport products	All Voice, Data, Internet, and Transport products
Standard Expedite Charges (NRC)	\$500 per on-net circuit \$1000 per off-net circuit	\$1250 per on-net circuit \$2500 per off-net circuit
MACD Expedite Charges (NRC)	\$100 per on-net order \$250 if expedite requires an off-net facility change	
Managed Router Expedite	\$485 charge per Managed Router for IPVPN, Internet (DIA/EIS) and Converged Services. Expedite review team will provide final interval, but the rule is a minimum 10 day interval.	

tw telecom will provide DIR with an additional expedite option of ‘best effort’ at no cost. DIR understands that this does not guarantee the installation of services on the requested date.

3.7 Start and Stop Service Billing Dates

tw telecom will notify DIR or DIR's customer when the service has been successfully installed and is available for use ("Service Date"). Unless DIR or DIR's customer notifies **tw telecom** by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If DIR or DIR's customer so notifies **tw telecom**, the Service Date will occur and the Service Term will commence when the Service is operational. The Service Date will not be delayed or postponed due to problems with DIR's equipment or DIR's lack of readiness to accept or use Service.

Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive one year terms unless terminated by either DIR or **tw telecom** upon written notice at least thirty days prior to expiration of the then existing Service Term. When the Term of the Agreement expires, existing Services continue in effect for the remainder of their respective Service Terms and will continue to be governed by the existing Agreement.

Portability - Early term fees: "fees will be waived provided that the MRCs associated with the applicable higher bandwidth or newer technology service multiplied by the number of months in the committed term are equal to or higher than the MRCs associated with the existing services multiplied by the number of months remaining in the term as of the date of the move (provided the existing svcs are on-net), If off-net, customer will reimburse vendor for any amounts payable to 3rd party..."



State of Texas

TEX-AN Next Generation

**Service Delivery
Management Plan**

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1. INTRODUCTION

1.1. Purpose

The purpose of this Service Delivery Management Plan is to document **tw telecom** processes and procedures for ongoing management of the end-to-end delivery of Services to DIR and DIR Customers.

1.2. Audience

This Service Delivery Management Plan is intended for the TEX-AN Board, key stakeholders, and the core service delivery team.

2. SERVICE DELIVERY MANAGEMENT OVERVIEW

2.1. Service Delivery Plan Approach

This Service Delivery Management Plan employs processes to ensure that DIR and DIR customers receive effective support and end-to-end delivery and management of services.

tw telecom is committed to our customer's and their experience with service delivery and support. To this end, we have defined processes and procedures that have been developed as a result of customer feedback that are focused on ensuring a positive experience when working with **tw telecom**. These processes are outlined in this document.

2.2. Sources of Change

Any changes to this document will be mutually agreed upon between **tw telecom** and DIR.

2.3. Key Personnel

<p>Lead Account Manager (Relationship Account Manager)</p> <ul style="list-style-type: none"> Lead member of your support team, with a focus on the delivery of new services and applications Lead Account Manager will partner with and support account managers in other Texas markets (San Antonio, Fort Worth, El Paso, Dallas and Houston) who have responsibility for driving TEX-AN NG business in their respective markets. Specializes in designing network solutions for any of your needs. 	<p>Mark Strobel - Austin (512) 485-1790 - Voice mark.strobel@twtelecom.com</p> <p><i>There are five additional Account Managers within TX to assist in supporting TEX-AN NG customers.</i></p>
<p>Lead Network Application Engineer (Technical Sales Support)</p> <ul style="list-style-type: none"> Supports any technical aspects of your solutions and services pre and post sales. Lead Network Application Engineer will partner with and support Network Application Engineers in other Texas markets (San Antonio, Fort Worth, El Paso, Dallas and Houston) who have responsibility for supporting TEX-AN NG technical needs in their respective markets. Assists in all pre-sales design, configuration, diagrams and requirements as well as ongoing support and review with the lead of the Senior Account Executive. Works in tandem with the Account Manager as part of the account team to provide complete technical support resources for any and all applications/services. 	<p>Dave Stewart - Austin (512) 485-1798 Voice dave.stewart@twtelecom.com</p> <p>Casey Dodson – Austin (512) 485-1759 Voice casey.dodson@twtelecom.com</p> <p><i>There are twelve additional NAEs within TX to assist in supporting TEX-AN NG customers.</i></p>

<p>Lead Voice Application Engineer</p> <ul style="list-style-type: none"> Provides expert technical sales engineering support for complex voice solutions. Lead Voice Application Engineer will partner with and support Voice Application Engineers in other Texas markets (San Antonio, Fort Worth, El Paso, Dallas and Houston) who have responsibility for supporting TEX-AN NG voice-related technical needs in their respective markets. Works with the customer, sales and sales engineering for the technical design and feasibility in complex voice applications and solutions. Coordinates post sale technical assurance interview with the customer and vendor. Ensures/validates the Order for timely and accurate completion. Provides the customer, vendor and internal organizations confirmation of the final technical assurance for the solution/order. 	<p>Mike Debenedictis - Austin (512) 485-1757 Voice mike.debenedictis@twtelecom.com</p> <p><i>There are three additional Voice Application Engineers within TX markets to assist in supporting TEX-AN NG customers.</i></p>
<p>Sales Director (Contract Administrator)</p> <ul style="list-style-type: none"> The manager responsible for the assignment and performance of the Account Executive and overall account team. Frequently supports complex application opportunities and can serve as a point of contact for the escalation of issues or needs. 	<p>Patrick Kufrovich - Austin (512) 485-1788 Voice patrick.kufrovich@twtelecom.com</p>
<p>Vice President and General Manager</p> <ul style="list-style-type: none"> Signature authority for contract negotiations Executive contact for the majority of support Overall sales and operations responsibility for the respective region 	<p>Rick Brackeen - Austin (512) 485-1761 Voice rick.brackeen@twtelecom.com</p>
<p>Customer Project Manager</p> <ul style="list-style-type: none"> Dedicated CPM resource assigned who functions as the single point of contact for all implementation needs. CPM resource is always available to customers on a 24/7 basis. Customers will generally receive customized communications based upon specific account needs. Expedite requests receive automatic approval from Service Delivery. Requests for after hours activities take priority over all others. Skilled technicians are assigned to support specific customer accounts. CPM will have expert knowledge of customer's deployed networks and uses. CPM works with local Customer Project Coordinators in each respective market to assist with the ordering and implementation on a local basis. 	<p>Cory Bolton (303) 566-5846 cory.bolton@twtelecom.com</p>

<p>Director of Operations</p> <ul style="list-style-type: none"> • Responsible for the city infrastructure. • Work with Director of Operations in other TX markets regarding installations related to the TEX-AN NG contract and DIR customers • Manages technicians, engineers and outside plant team to ensure we build and maintain the highest performing network possible. 	<p>Victor Gonzalez - Austin (512) 485-6394 Voice victor.gonzalez@twtelecom.com</p> <ul style="list-style-type: none"> • <i>There are five additional Operations Directors within TX markets to assist in supporting TEX-AN NG customers.</i> •
<p>Senior Service Manager</p> <ul style="list-style-type: none"> • Act as the single point of escalation to assigned customers. • Manage the service plan, MSA or SLA, and escalation procedures for assigned customers. • Ensure escalation procedures are current at all times. • Manage resources via front-line supervision. • Gain intimate knowledge of the assigned customer's services and products. • Respond promptly to service requests. • Proactively identify and resolve procedural order flow or technical issues that are potential customer service problems. • Demonstrate leadership in resolving issues and concerns for customers' services. Monitor and follow through to resolution. • Provide a single point of contact on Tier II services and maintenance escalations if the established escalation process fails. • Provide 24x7 support to the customer as needed for emergencies, special routines, cut-over and any and all activity the involves or touches the customer's products and services. • Partner/align with the Implementation Project Manager supporting assigned customers. • Interface with all operating teams in field operations, NOC, sales teams and engineering as needed. • Partner/align with the sales team. • Partner/align with city ops and sales to provide quality coordinated on-site service for customers. • Provide data and feedback to other internal organizations. Initiate and maintain ongoing discussions with sales on growth areas and customer performance expectations. • Provide input on new projects and forecasting for assigned customer as needed to ensure proper service levels will be achieved • Gather customer expectations and provide metrics to support quality of experience. 	<p>Sharlee Neet (303) 566-5951 sharlee.neet@twtelecom.com</p>

Account Management Specialist (Billing Manager)

- Manages the customer's experience *post-installation* to ensure complete customer satisfaction and to ensure all customer needs are met.
- Primary point of contact on non-sales related activity
- Inventory management:
 - Complete inventory tracking and updates
 - Perform sales notification and tracking of expired services
- Monitor completed orders, update inventory and provide proactive notification of changes
- Contract compliance (i.e.: expiration, MSA adherence, renewals, pricing)
- Escalations as necessary where the customer relationship may be in jeopardy (i.e.: issues with the Denver Operations Center in closing a ticket, slow moving order escalation and prolonged bill disputes)
- Develop Customer Account Profiles with information such as complete inventory, account numbers, monthly run rate, bill dispute history and trouble ticket history

Shannon Jones

(512) 485-6395

shannon.jones@twtelecom.com

3. SERVICE DELIVERY MANAGEMENT PROCEDURES

3.1. Support for DIR or Customer(s) conferences

tw telecom is committed to supporting DIR or DIR customers in any and all conferences that would benefit from **tw telecom**'s services. It is our intent to thoroughly educate DIR and DIR customers on our products and services and encourage them to use these services through conferences or other means of training/education. DIR uses **tw telecom** services today and we have demonstrated our ability to participate in conferences and other similar functions where needed.

3.2. Ongoing Training

tw telecom will work with DIR to provide training on our complete order process so there is a clear understanding of how orders are placed within **tw telecom**, processed by **tw telecom**, provisioned and ready for test and turn up, and then billed. This will also help to identify any special requirements that DIR or the agencies might have to ensure that **tw telecom** addresses their needs. Any additional required training on **tw telecom**'s web portal or other processes can be provided as needed.

3.3. Technical Support

Technical support and trouble resolution are provided by **tw telecom**'s Denver Operations Center.

The Denver Operations Center (DOC) will remotely provide network administration, operations and maintenance support services for the majority of our Internet, data, transport and voice services. The DOC provides around-the-clock proactive monitoring for all its services. Once a service issue has been identified and recorded into the trouble ticket management database, **tw telecom**'s highly trained customer care staff works one-on-one with the customer providing ongoing support and updates until resolution is achieved. The DOC maintains, as an objective for on-net services, a Mean-Time-To-Repair (MTTR) interval of less than two (2) hours and six (6) hours for off-net services.

Denver Operations Center Capabilities

tw telecom's highly skilled operations specialists are available to provide continuous support of the following:

- Monitoring **tw telecom**'s networks
- Responding to network alarms
- Troubleshooting and expeditiously correcting potential issues as they arise.

tw telecom's monitoring systems provide continuous fault management status with the ability to detect, isolate and correct malfunctions in **tw telecom**'s entire metropolitan and Internet backbone networks. **tw telecom**'s monitoring systems also have the capability to report all available major, minor and power alarms that may potentially affect a customer's service.

To ensure the highest level of customer service availability, **tw telecom**'s core metropolitan networks are designed utilizing either SONET or Ethernet technology, connected via optical fibers. Depending upon the platform utilized, path-protected or dual

path, SONET-based services are equipped with Automatic Protection Switching (APS) for a fail-over time of 50ms or less. Ethernet platforms provide redundant link restoration by utilizing either Rapid Spanning Tree Protocol (RSTP) or Spanning Tree Protocol (STP).

In the unlikely event of a service interruption resulting from damage to a fiber optic cable, emergency restoration will be completed in an expeditious and timely manner. Local crews will maintain the fiber optic network. Restoration of the fiber cable represents the highest priority for these highly trained and well-equipped crews. Restoration work is performed according to written procedures with both line crews and fiber splicing crews at the scene.

3.4. Support of Customers in transition

tw telecom will assign a long-term dedicated Customer Project Manager (CPM) to DIR's account. The role of the CPM is to manage and coordinate all aspects of the provisioning process for the State of Texas. On any given project, the CPM will coordinate internal and external project calls with the frequency of the call be determined by the State. During these calls the CPM will go over all aspects of the project which include updates on status on builds, type II details, vendor installation, and transition dates. The CPM will also produce a detailed project plan for all sites that require a build. The Project Plan will track all aspects of the build along with the standard install process. The CPM will also produce an order tracking worksheet. This sheet will track all critical dates along with the scheduled transition date and soak period. Both documents will be updated and sent prior to all calls.

3.5. Inventory/Asset Management

DIR's Account Management Specialist (AMS) is responsible for the life-cycle management of this project and will be DIR's primary contact for non-sales related activities. This position manages the customer's experience *post-installation* to ensure complete customer satisfaction and to ensure all customer needs are met. One of the AMS's primary responsibilities includes inventory management and will cover all inventory aspects of the contract including billing detail, sit survey records, network equipment, and any other items essential to this project. Typical inventory reporting consists of the services information (product, bandwidth, circuit IDs) and the invoice info (account number, Monthly Recurring Charge, installation and expiration dates). Many of our accounts vary in terms of reporting and **tw telecom** will work with DIR to provide the required components.

Inventory may be reviewed with DIR at the Quarterly Stewardship Meetings. **tw telecom** will be happy to partner with DIR in creating an inventory database or spreadsheet that best meet's your needs. A baseline network inventory will be delivered to DIR within 90 days of contract execution.

3.6. Standard Reporting

Standard reporting beyond what can be found on our customer portal, MyPortal, as described below can be provided by DIR's Account Management Specialist.

MyPortal has been designed with based in feedback from our customers with our customer best interest in mind.

MyPortal is **tw telecom**'s on-line self-service tool where customers can easily manage their accounts around-the-clock. MyPortal is confidential and secure. Customers can easily and efficiently perform self-service transactions without having to place a call. Current portal functionality includes:

MyHome

MyHome provides a one screen overview that includes total invoice due amount, status information for in-progress orders, and trouble ticket status. MyHome includes the main page view which can be customized to include all of the information that is important to a particular customer. The customize link provides options to change the information seen on the main MyHome view.

Customers have the ability to add additional accounts or change their account information. Setting up customized view options allows customers with certain roles (e.g. billing) to only view the information that is most pertinent to them.

MyServices

Within the **tw telecom** MyServices web portal, customers can easily view the performance of various service components. MyServices provides performance monitoring data for **tw telecom**'s IP VPN and EIS/DIA services. New customers can also take advantage of performance monitoring for our ENLAN and SNLAN basic product services.

Customers can view their hour-to-hour Internet bandwidth utilization against what they purchased. As they view how their services are performing throughout the day, the utilization and trending information will better manage their network and business.

Performance monitoring gives customers the ability to view the performance of these services by location within the **tw telecom** network.

MyOrders

MyOrders gives customers the ability to view the status of in-progress and closed orders going back 12 months. Order tracking and detail allows them to view their order during the installation process.

MyTickets

MyTickets gives customers the ability to create new trouble tickets on-line and have real-time access to ticket detail and status. Customers can also view the status of open and closed tickets going back 12 months and can easily create a trouble ticket on-line without having to place a call.

MyBilling

MyBilling gives customers access to their **tw telecom** invoices on-line. It also allows them to download their billing data through our secure MyBilling website. When customers sign up for MyBilling, they can also use **tw telecom**'s electronic invoice payment service, ePay, which provides the added convenience of easily and securely paying bills on-line.

MyDisputes

MyDisputes allows customers to submit and review any disputed charges on-line and can review complete details on the specific charges, date ranges and amounts being disputed.

MyChange Requests

MyChangeRequests lets customers view, track and submit their change requests. Customers can submit requests to add, change and delete LD account codes and submit IP Address, BGP and Static Internet Routing requests, and also DNS Change requests.

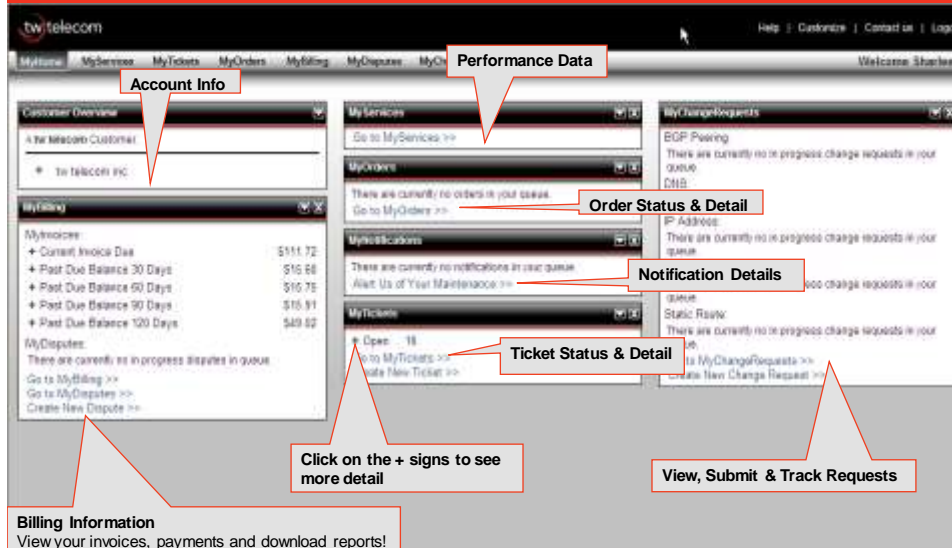
MyNotifications

MyNotifications gives customers visibility to any **tw telecom** maintenance notifications. Customers can check the time, duration and status of effected circuits as well as alert **tw telecom** of any maintenance activities the customer has scheduled.

Example screen shots from MyPortal are shown below.

The MyPortal Home Page – three across

We know your network.



The screenshot shows the MyPortal Home Page with the following sections and callouts:

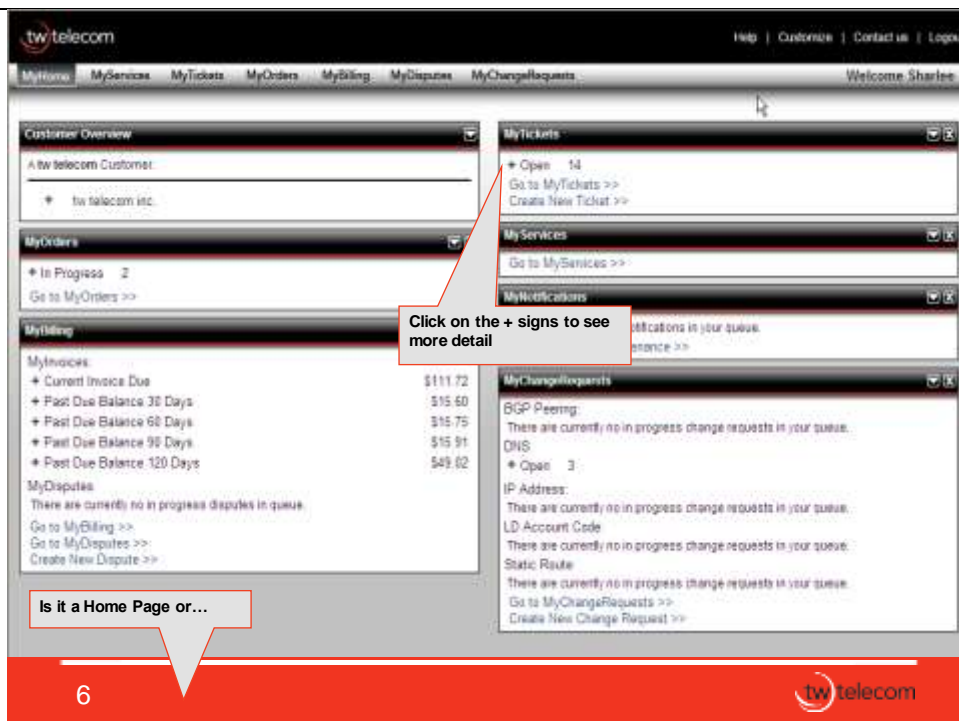
- Account Info**: Points to the Customer Overview section.
- Performance Data**: Points to the MyServices section.
- Order Status & Detail**: Points to the MyOrders section.
- Notification Details**: Points to the MyNotifications section.
- Ticket Status & Detail**: Points to the MyTickets section.
- View, Submit & Track Requests**: Points to the MyChangeRequests section.
- Billing Information**: Points to the MyBilling section.
- Click on the + signs to see more detail**: Points to the expand/collapse icons in the MyBilling section.

The MyBilling section displays the following data:

MyInvoices	
+ Current Invoice Due	\$111.72
+ Past Due Balance 30 Days	\$16.66
+ Past Due Balance 60 Days	\$16.75
+ Past Due Balance 90 Days	\$16.91
+ Past Due Balance 120 Days	\$49.62

The MyDisputes section displays the following data:

MyDisputes	
There are currently no in progress disputes in queue.	



3.7. Enhanced Reporting

tw telecom has made the majority of customer information available on our external website as described above. Enhanced reporting can be provided by DIR's Account Management Specialist once we understand what types of reports and information that DIR would like to receive.

3.8. Trouble Resolution

Technical service troubles experienced by our customers are handled by the Denver Operations Center (DOC) and O'Fallon Operations Center (OOC).

Service affecting issues are documented within the **tw telecom** trouble ticketing system. To ensure seamless communication, all information regarding a customer's trouble ticket is stored in a secure central location where updates on the status of the resolution are documented.

tw telecom specialists monitor the progress of the issue to ensure timely resolution to the problem.

The Operations Centers work closely, and in conjunction with, City Sales and Operations personnel to coordinate necessary repairs for service outages and communications to our customers.

tw telecom's Reactive Trouble Ticketing Process

The process includes:

- The customer calls **tw telecom**'s toll free number to report system trouble or enters a trouble ticket via **tw telecom**'s web portal. For more information on how to enter a trouble ticket online, please refer to Appendix E - A.
- The Customer Service Center receives the call or on-line request and creates a customer ticket.
- Customer is advised to provide as much information as possible, such as circuit ID, billing telephone number, local access information, etc.
- The ticket is then handed off to a Maintenance Technician. The ticket is worked within the appropriate group (i.e., Switch, Transport, Data).
- All DS-3 and above troubles are paged to Director level and below within the Operations Center.
- Ticket status is provided to the customer as appropriate for that outage and agreed upon with the customer.
- Once the trouble is resolved, **tw telecom** follows up with the customer for ticket closure.

tw telecom Proactive Monitoring and Surveillance

Event Alarm Severity Levels are defined as:

- **Red/Critical:** Problem is operationally impacting or has direct impact on the network and must be resolved immediately.
- **Yellow/Major:** Problem requires attention and if not resolved could directly impact the network or Quality of Service.
- **Green/Minor:** Problem requires attention (i.e. threshold alarm), and it could escalate if not resolved. Administration and maintenance issues are classified in this level.

Alarms are generated at the service or network level. The process for resolution includes:

- The DOC receives alert via alarm monitoring systems.
- Initial isolation occurs and service impact is identified.
- Initial outreach to the customer occurs as part of the fault isolation process.
- Field operations and the Customer Technical Assistance Center (CTAC) resolve on-net/off-net troubles.
- All DS-3 and above troubles are paged to Director level and below.
- Status to the customer as appropriate for outage and agreed upon with the customer.
- Ticket closure with the customer: Ticket closure always follows discussion with the customer including confirmation that **tw telecom** has addressed any issues within our control and obtaining the customer's approval to close the ticket.
- Data troubles resolved by data technicians.
- All products supported by next-level network operations support (Tier II) as appropriate.

tw telecom Severity Levels

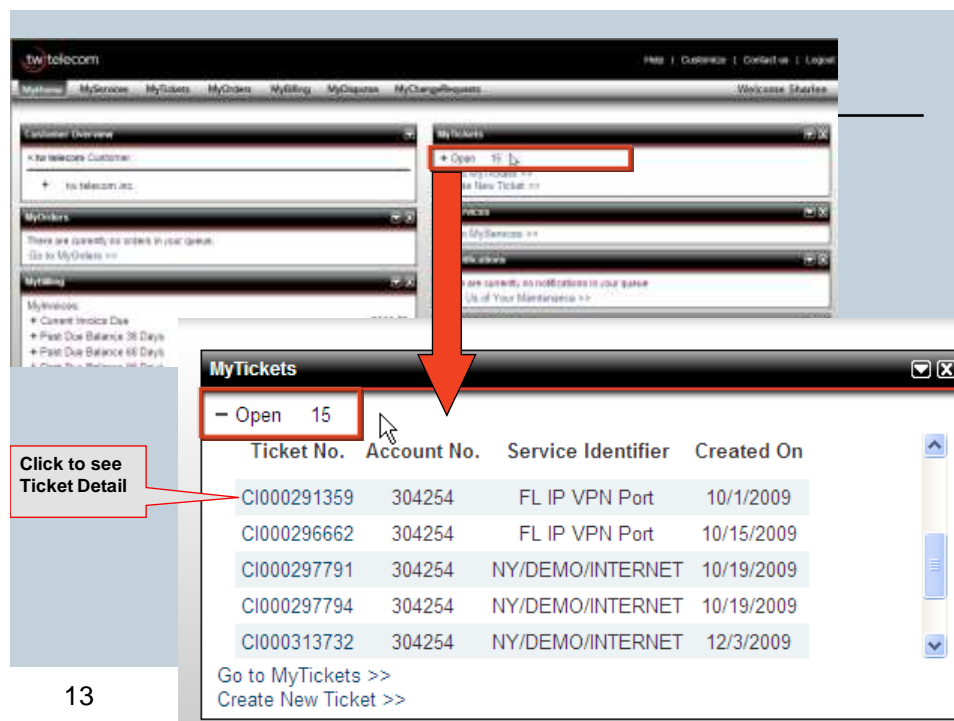
Service outages receive hourly escalation and updated status.

Services of multiple DS-1s are considered a "Major Outage" and are escalated internally on an hourly basis.

Catastrophic outages receive immediate internal escalation and have the attention of various levels of management until repaired.

A detailed escalation list is included in Appendix E - B. This list consists of all departments of management in the Operations Center, such as ordering, billing, provisioning and maintenance. All levels of escalation are performed through the Operations Center for record purposes.

Example screen shots from the MyTickets portion of the portal are shown below.

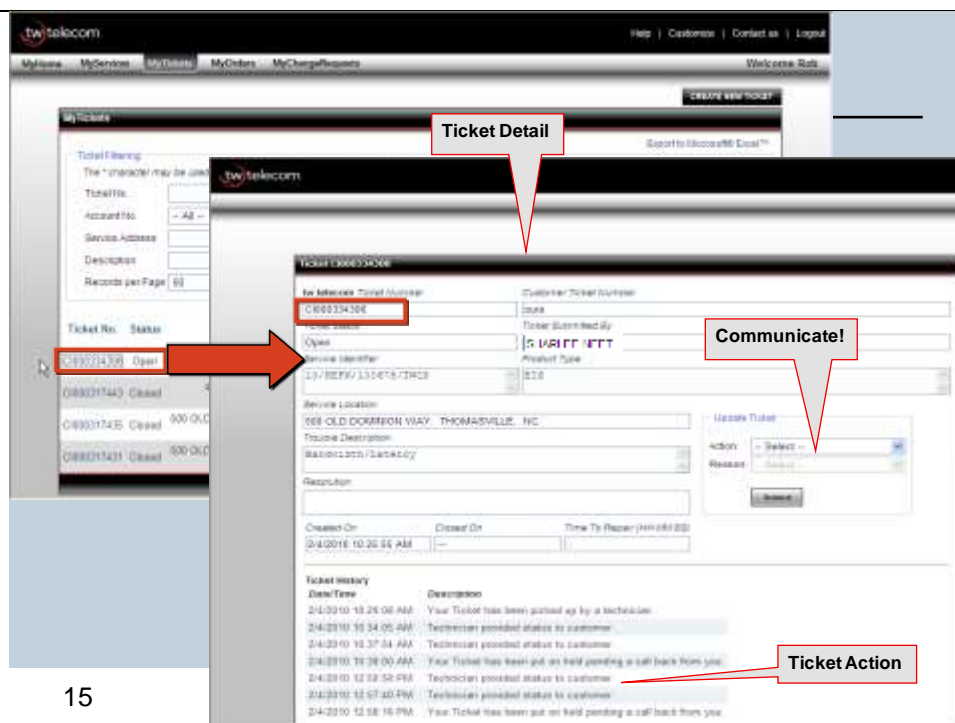


The screenshot shows the tw telecom MyTickets portal. A red box highlights the "Open 15" status in the top right corner. A red arrow points from this box to a larger "MyTickets" window. In this window, a red box highlights the "Open 15" status, and a red callout box with the text "Click to see Ticket Detail" points to the first ticket in the list.

Ticket No.	Account No.	Service Identifier	Created On
CI000291359	304254	FL IP VPN Port	10/1/2009
CI000296662	304254	FL IP VPN Port	10/15/2009
CI000297791	304254	NY/DEMO/INTERNET	10/19/2009
CI000297794	304254	NY/DEMO/INTERNET	10/19/2009
CI000313732	304254	NY/DEMO/INTERNET	12/3/2009

Go to MyTickets >>
Create New Ticket >>

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3.9. Escalation Procedures

tw telecom has included the escalation list with procedures in Appendix E - B.

3.10. Customer Notification of New Services

If tw telecom adds a new Service/product to our portfolio and it is awarded under the CTSA, we will notify DIR through our Quarterly Stewardship meetings and via our Marketing plan. Communication would include a regularly scheduled mailing or email to the DIR customers. One component of this regularly scheduled communication would include any product changes or additions that may be of interest to DIR or DIR's customers.

APPENDIX E - A – CREATING TROUBLE TICKETS



Create_a_Ticket_for
_Customers3.pdf

APPENDIX E - B – ESCALATION LIST



Texas DIR
MaintenanceEscalatio